



# Architectural Guidelines & Standards



**May 6, 2026**

## Acknowledgement

Taking on a project of this magnitude, such as rewriting and organizing the design criteria manual into what is now the Architectural Guidelines and Standards, requires a team. I wanted to replace our inherited builder cookie-cutter document and make it our own. The first thing I did was reach out to the writing experts on our own engagement committee for help and help they did! I would like to thank Maggie Griffin and Heather Steiner for the countless hours they spent making sure the grammar and spelling were correct, formatting and clarifying this document; they are Ms. Websters of the Universe. Maggie's eye for grammar and Heather's innate ability to proofread and spot the smallest detail was just plain incredible. These are two talented ladies that are very good at their craft. They were instrumental in helping me achieve the goals of making this document easier to reference, adding much needed clarity, and making it easier to update since this is a living document.

Next, I would like to thank the HOA board for allowing me and supporting me in this project. Lee Dubé, Dave Shaver, and Lori Roth have been great in getting this document through the approval process and ensuring that all governing regulations have been met.

Then there is the rest of the ARC committee that I would like to thank: Frank Allocco and Glen Thompson added comments and review of this document. They stood with me through the whole process.

The last person I want to thank is our resident photographer, Steven Roth, for providing me with a great aerial picture of our neighborhood. You're familiar with Steven's work, as he regularly contributes to our monthly community newsletter and Facebook page. He has taken some awesome pictures of the wildlife around us and is always covering our community activities, including meet and greet at the beach sunset event.

As one can quickly see, it takes a team of people that take time out of their personal lives to keep this community running. You would be surprised at the effort it takes just to maintain our neighborhood from maintenance on the ponds to keeping the common ground grass cut. I encourage you to get involved if you have not already done so by attending our monthly HOA Board meetings. You will be surprised at what you will learn and how much work is involved. You will have a better understanding of our expenses, why they are what they are, what goes into the decisions that are made and be able to voice your opinion. You will have better appreciation of our Board members and the great job they are doing. Our Cielo neighborhood is what we make of it; why not get involved so we can make it the best!

Sincerely,



Chris Stanziale

ARC Committee Chair

# Table of Contents

## Section 1 – Introduction and Procedures

<b>Section</b>	<b>Description</b>
1.01	Introduction
1.02	Hierarchy of Governing Documents
1.03	The Review Process
1.04	Architectural Review Committee (known as ARC)
1.05	Review and Approval Process
1.06	Community Character
1.07	Special Treatment Lots
1.08	Cielo Site Map

## Section 2 - Architecture

2.01	Site Development Guidelines
2.02	Scale and Massing
2.03	Exterior Materials and Finishes
2.04	Architecture <ul style="list-style-type: none"><li>Mediterranean</li><li>Northern Italian</li><li>Tuscan</li></ul>
2.05	Roof Accessories, Gutters, and Downspouts
2.06	Windows and Shutters <ul style="list-style-type: none"><li>Eligible Roll-Down Hurricane Shutters</li><li>Eligible Aluminum Accordion Hurricane Shutters</li><li>Eligible Slide Screen Hurricane Shutters</li></ul>
2.07	Front Entry, Service, Patio, and Garage Doors <ul style="list-style-type: none"><li>Front Entry Way</li><li>Garage Doors</li></ul>
2.08	Porches, Decks, and Balconies
2.09	Exterior Colors
2.10	Mailboxes
2.11	House Numbers
2.12	Exterior Lighting

## Section 3 – Exterior Additions

3.01	Accessory Structures
3.02	American Flags

<b>Section</b>	<b>Description</b>
3.03	Basketball Hoops
3.04	Decorations for Holiday and Special Events
3.05	Decorative Items
3.06	Clothes Lines
3.07	Entry, Walkways and Driveways
3.08	Fencing
3.09	Outdoor Kitchens
3.10	Play Equipment
3.11	Pools and Spas
3.12	Satellite Dishes
3.13	Solar Panels
3.14	Air Conditioning Units
3.15	Generators
3.16	Trash Disposal Containers
3.17	Trash Can Sheds
3.18	On Site Signage
3.19	Leases/Rentals
3.20	Retractable Awning / Sunscreen
3.21	Approved For Sale/Open House Signage

#### **Section 4 – Landscape Planting Guidelines**

4.01	Landscape Introduction
4.02	Front Yards
4.03	Rear Yards
4.04	Corner Lots
4.05	Mulch / River Rock
4.06	Mulch Replenishment
4.07	Landscape Barriers / Edging
4.08	Boulders
4.09	Landscape Lighting
4.10	Sample Landscape Plans
4.11	Yard Cover
4.12	Fruit Trees
4.13	Street Trees
4.14	Tree List
4.15	Palm Tree List
4.16	Shrub List
4.17	Ground Cover List

## **Section 5 – ARC Requests Procedures and Forms**

<b>Section</b>	<b>Description</b>
5.01	ARC Request Requirements
5.02	Homeowner’s Responsibility
5.03	Property Access Form
5.04	ARC Request Form

## **Section A – Appendix**

A.01	ARC Charter
A.02	Declaration of Covenants, Conditions and Restrictions (Articles 9 & 10 only)
A.03	City of Venice (What requires a permit, Tree Regulations)
A.04	Florida State Statutes (720.3035, 720.304, 720.3045,163.04 only)
A.05	List of Approval Conditions
A.06	Frequently Asked Questions
A.07	Useful Websites and Email Addresses

# Section 1

## Introduction and Procedures

**Section:**

1.01

1.02

1.03

1.04

1.05

1.06

1.07

1.08

**Description:**

Introduction

Hierarchy of Governing Documents

The Review Process

Architectural Review Committee (known as ARC)

Review and Approval Process

Community Character

Special Treatment Lots

Cielo Site Map

## **Section - 1.01 Introduction**

The purpose of these Architectural Guidelines & Standards (AGS) is to define in greater detail the topics listed in the Community's Covenants, Conditions and Restrictions (CCRs) and provide criteria that will guide the architectural development of the homes in Cielo.

Architectural Guidelines & Standards have been prepared to ensure long-term community quality. They are not intended to limit development choices or design alternatives, but rather to encourage creativity and innovation, while creating a blend of home styles that will enhance the community environment. The ultimate result will be to heighten property values. The Board of Directors will update and revise the Architectural Guidelines & Standards from time to time as is necessary. No assumptions can be made that prior approvals will govern future decisions.

## **Section - 1.02 Hierarchy of Governing Documents**

Before getting into the review process, one should have a basic understanding of the hierarchy of documents so if there is any conflict within documents, it is clear which document will prevail. This is what our document hierarchy looks like:

1. Florida State Statutes
2. Sarasota County Codes
3. City of Venice Codes
4. Articles of Incorporation
5. Covenants, Conditions, and Restrictions (CCRs)
6. Architectural Guidelines & Standards (AGS)

As an example, the city and the county state a street tree can be planted about anywhere in your front yard. The CCR and AGS documents further reinforce that the tree must be planted AND specify the exact location. In this case the city and county documents do not take precedent over the HOA documents. Now, if the HOA documents stated that it can be planted in the side yard then the city and county documents would be taking precedent over the HOA documents.

## **Section - 1.03 The Review Process**

From time-to-time, homeowners may wish to make changes that suit their current lifestyle and creative needs. Cielo recognizes this need and wishes to accommodate these changes; however, it is important to remember that the changes may affect the character of your neighborhood. The Architectural Review Committee (ARC) must approve changes and are responsible for maintaining the Architectural Guidelines and Standards. The guidelines and

standards also outline an efficient and equitable review process that will be administered by Cielo HOA.

Compliance with these guidelines and standards does not preclude the ARC's right to deny a plan submittal for aesthetic purposes.

Nothing contained in the Architectural Guidelines & Standards places any obligation for any governmental agency to approve any plans, nor shall approval by the ARC be interpreted as meeting the requirement of Sarasota County or any other governing agency.

### **Section - 1.04 Architectural Review Committee (known as ARC)**

An Architectural Review Committee (ARC) has been appointed by the Board of Directors to coordinate the design review process for AGS modifications. Each modification will be reviewed for conformance to the Cielo community design objectives. Refer to section 2 of the AGS.

All reviews, substitutions, and approvals by the ARC will be considered binding and final.

The HOA Board of Directors or their appointed committee will have authority over design decisions for both new construction and modifications and additions.

To obtain specific information on the requirements and procedures for design review go to Cielo Portal (FRONTSTEPS) /Documents to download the latest version of Architectural Guidelines & Standards or contact:

Cielo Neighborhood  
c/o Communique  
5824 Bee Ridge Rd #413  
Sarasota, FL 34233  
Phone: 941-706-0920  
Email: [Cielo.arc.committee@gmail.com](mailto:Cielo.arc.committee@gmail.com)

The ARC meets monthly, as necessary to review and approve the applications received in the past 30 days. The ARC meets on the last Wednesday of each month\*. \*Note: Due to the holidays, November and December meetings will be held on the 3<sup>rd</sup> Wednesday. The meeting notice will be posted at the mailboxes and on Cielo Portal (FRONTSTEPS) the Monday before the meeting with place and time of the meeting.

## **Section – 1.05 Review and Approval Process**

Homeowners planning an exterior project are required to obtain approval from the Architectural Review Committee (ARC). The review and approval process brings responsibilities to both the homeowner and the ARC as outlined in this section. The review requirements will vary, depending on the nature of the project, and may include the homeowner submitting a complete design package that includes a description of the project, drawings, property access forms, contractor certificates of insurance and business license and a property damage deposit. Once all forms have been reviewed and approved, the project will be added to the ARC's meeting docket for official approval or denial. The goal of this process is to ensure that all legal requirements are met, which will protect both the homeowner and the HOA. This is intended to be a cooperative effort, with the ARC and the homeowner collaborating to achieve a positive outcome.

### **Step One - Research and Review**

- Architectural Guidelines & Standards (AGS).
- Sarasota County and City of Venice Building and Zoning Requirements.
- Cielo Covenants, Conditions and Restrictions (CCR).
- When a proposed modification has a possible impact on adjacent properties, the applicant should discuss the proposal with their neighbors prior to applying to the ARC. It may be appropriate (in some cases) to provide a neighbor's comments along with the ARC application. If the modification is deemed to temporarily adversely affect adjacent properties (for example the building of a pool), the impacted neighbor(s) must be informed. The ARC, at its discretion, can require the neighbor's approval.

### **Step 2 - Review Requirements**

- Submittal of one (1) design package including:
  - ARC request form (section 5.04) and if needed, a letter detailing the modification or addition you would like to make.
  - Drawings (site plan, elevation, landscape plan etc.) as applicable.
  - Property access form (section 5.03) if the project will require access to neighbor's yard for bringing in materials or equipment to perform work on the project.
  - A \$1,000 deposit may be required to cover potential damage to neighboring properties or common areas. It will be refunded if no damage is found within 30 days of a successful inspection.
  - Contractor(s) certificate(s) of insurance and business license.
- Approvals to proceed, recommendations required for changes, or plan rejection from the ARC.
- Resubmittal of requested changes for approval.

- Resubmittal of new plan, if required.

To protect the quality and integrity of Cielo common property (common areas, roadways, and sidewalks), all major construction must take place on the owner's lot (assembly of fence, cage, etc.). At no time shall the roadway be obstructed in such a way that the road is impassable by a vehicle; this includes construction material, vehicles, and/or equipment. Construction material shall not be placed directly on the roadway, or common areas, without protection; the roadway, or common areas, must be protected from damage. At no time shall steel wheels or metal tracks be used directly on roadways or sidewalks without protection to the surface. Equipment requiring the use of "outriggers" or stabilizing devices that come into contact with the roadway or sidewalk shall take precaution to protect the surface using weight distributing plates. There shall be no cleaning or washing of equipment on site which causes runoff into the stormwater management system. All debris must be removed at the end of each day. Failure to adhere to these requirements may, at the discretion of the Board, result in violations, fines, and a request to cease and desist. Any damage to common property may result in loss of the owner's \$1000 deposit.

### **Section - 1.06 Community Character**

Cielo is a community of 71 homes in North Venice, Sarasota County, Florida, two miles east of Interstate 75, making it ideal for commuting. This family-centric community features a playground, dog park with shelters, canvas shade shelters, picnic tables, bike racks and grills.

The community features Italianate architecture with Mediterranean, Tuscan, and Northern Italian elevation styles. There are no CDD fees.

### **Section - 1.07 Special Treatment Lots**

Some homesites within Cielo are viewed as homesites with significant visual impact within the community (i.e. corner lots) and will require additional landscaping. Homesites that have additional landscaping to provide for visual appeal are lots: 1, 33, 34, 39, 40, 56, 57, 63, 64, and 71. Homesites that are restricted to single-story homes are lots: 1, 40, 56, 57, 63, 64 and 71.

Section - 1.08 Cielo Site Map



**Lot  
Number**      **House  
Number**

**Caserta Court**

1	200
2	204
3	208
4	212
5	216
6	220
7	224
8	228
9	232
10	236
11	240
12	244
13	248
14	252
15	256
16	260
17	264
18	268
19	272
20	276
21	280
22	284
23	288
24	292
25	296
26	300
27	304
28	308
29	312
30	316
31	320
32	324
33	328
34	293
35	289
36	285
37	281

**Lot  
Number**      **House  
Number**

**Caserta Court Cont'd**

38	277
39	273

**Corsano Drive**

40	264
41	260
42	256
43	252
44	248
45	244
46	240
47	236
48	232
49	228
50	224
51	220
52	216
53	212
54	208
55	204
56	200
57	241
58	245
59	249
60	253
61	257
62	261
63	265

**Delicetto Drive**

64	228
65	224
66	220
67	216
68	212
69	208
70	204
71	200

# Section 2

## Architecture

<b>Section:</b>	<b>Description</b>
2.01	Site Development Guidelines
2.02	Scale and Massing
2.03	Exterior Materials and Finishes
2.04	Architecture <ul style="list-style-type: none"><li>Mediterranean</li><li>Northern Italian</li><li>Tuscan</li></ul>
2.05	Roof Accessories, Gutters, and Downspouts
2.06	Windows and Shutters <ul style="list-style-type: none"><li>Eligible Roll-Down Hurricane Shutters</li><li>Eligible Aluminum Accordion Hurricane Shutters</li><li>Eligible Slide Screen Hurricane Shutters</li></ul>
2.07	Front Entry, Service, Patio, and Garage Doors <ul style="list-style-type: none"><li>Front Entry Way</li><li>Garage Doors</li></ul>
2.08	Porches, Decks, and Balconies
2.09	Exterior Colors
2.10	Mailboxes
2.11	House Numbers
2.12	Exterior Lighting

## Section – 2.01 Site Development Guidelines

The scale of the streetscape, determined by building setbacks and placement of garages, is important in developing a sense of consistency in Cielo. Setbacks have been developed to achieve a well-proportioned streetscape. These minimum setbacks will determine the placement of the home, garages, and landscaping. All setbacks are from the applicable property lines to the foundations and/or face of porches.

Chassis Size	40ft.
Minimum front yard setback	20ft.
Side yard setback	6ft.
Rear yard setback	10ft.
Rear setback to pool enclosure	5ft.
Waterfront setback	30ft.

## Section – 2.02 Scale and Massing

It is strongly recommended that consideration be given to the relationship of architectural massing and scale of building elements for the overall community in Cielo. The incorporation of stone, metal accents and other appropriate elements are encouraged for reducing the frontal mass of dwellings per architectural style. In addition, a strong expression of entry is encouraged.

There are three architectural styles built in Cielo:

- Mediterranean
- Northern Italian
- Tuscan

Future modifications and/or additions to the home must meet the integrity of the existing home and will be subject to approval by the ARC.

## Section – 2.03 Exterior Material and Finishes

Exterior materials, trim, and detailing reflect the chosen architectural style of the home in Cielo. Homes may have an exterior cementitious finish, stone, cultured stone, and/or wrought iron. A cementitious finish of varying textures (based on the architectural style) is acceptable as an exterior material. Architectural detailing enhances the character. Entries should receive additional emphasis.

**Appropriate:**

- Natural trim and accent materials such as stone cultured stone, wrought iron, or cementitious finish.
- Aluminum soffit and fascia. (Color varies by architectural style.)

**Prohibited:**

- Siding
- Door and window awnings

**Section – 2.04 Architecture**

**Mediterranean:**



Based on the work of Addison Cairns Mizner (1872-1933), this style is often associated with the Mediterranean revival, Mission, and Spanish Revival styles. A more fitting description could be a Mediterranean style adapted for the South Florida climate. The homes are covered in cementitious coating to add depth and texture, but the ornamentation can range from simple to dramatic and may draw from a variety of Mediterranean references. Classical, Spanish, or Beaux-Arts architecture details are often incorporated into the design. Applied Spanish baroque or wrought iron details may be used. Window grilles are common and are generally white or bronze.

**Common Design Features:**

- Barrel tile roof lines, gabled or hipped
- Faux stone
- Brackets, gable applique

- Cementitious finish
- 6/12 Pitched roofs
- Arches, especially above main windows

Colors for Mizner architecture are composed of light body colors, typically shades of tans or yellows. Faux stone accents are used at door and window surrounds, while dark browns cover beam ends, wood posts, or decorative brackets. Wrought iron is left naturally dark.

### **Northern Italian:**



Northern Italian architecture refers to architecture carried out in any area in what is now Spain. Due to its historical and geographical diversity, Northern Italian architecture has drawn from a host of influences. Iberian architecture started to take shape in parallel with other architectures around the Mediterranean and others from Northern Europe.

### **Common Design Features:**

- Arched entry
- Brackets
- Rectangular windows
- 6/12 pitched roofs
- Louver or faux pipe gable details
- Barrel tile roofs

Colors for this style include dark barrel tile roofs, neutral, off white, white, and beige body colors, dark architectural bracket, trim, window mullions, and accent colors.

## Tuscan:



Tuscan architecture evolved from its Etruscan heritage and may have faux stone and/or cementitious coating as building materials. The use of color, texture, and scale, from the essence of the rustic Tuscan style, faux stone and/or cementitious coated surfaces characterize the outside detailing, creating a rugged layered look. This architectural style is generally elegant with clean lines and simple tastes much like the column that shares the same name. This style of architecture suggests a widely varied look, ranging from relaxed, to formal and back down to earth.

### Common Design Features:

- Barrel tile roofs
- Decorative brackets
- Faux or cultured stone per plan
- Shutters
- 6/12 pitched roofs
- Wrought iron details

Colors in the Tuscan style come from the earth. Terracotta, brick, ochre, greens, and golden yellow are seen throughout. Charcoals, browns, and darker blues are added to contribute a visual cooling effect.

### Section – 2.05 Roof Accessories, Gutters, and Downspouts

It is encouraged that all exposed metal materials be hidden or muted from the public eye whenever possible.

Appropriate:

- All roof vents, plumbing stacks and flashing should closely match the color of surrounding materials and are encouraged to be located behind the main ridgeline.
- Gutters may be added to single-family homes. The color must match the approved fascia color which is Musket.

Prohibited:

- Gutters and downspouts in contrasting painted colors from trim.

## **Section – 2.06 Windows and Shutters**

A variety of window types and styles, such as single hung or double hung are acceptable at Cielo. Materials may include aluminum or vinyl. Window frame color for all architectures will be bronze. Windows may be square, rectangular, or arched, based on architectural style.

No newspaper, aluminum foil, sheets, or other temporary window treatments are permitted, except for periods not exceeding one week after occupancy on a dwelling, or while permanent window treatments are being cleaned or repaired.

Appropriate:

- Detailed window trim at front elevations.
- Use of shutters is encouraged with traditional styles on front elevation. Shutters should match the home's style.
- Standard hurricane shutters are gray steel.
- Muntins on front elevations when consistent with the architectural style.
- A homeowner who plans to be absent during the hurricane season must prepare his home prior to his departure by designating a responsible firm or individual to care for his home. The homeowner is responsible for furnishing the Association with the name(s) of that firm or individual in case the home suffers hurricane damage.
- Hurricane shutters may only be placed on a structure once a storm warning is issued by the appropriate governmental authority and shall not remain on the structure for more than seven (7) days after the storm event; however, clear storm shutters may remain on the structure for a reasonable period of time while the homeowner(s) is/are not present.
- See section 2.06 for approved hurricane shutters.

Prohibited:

- Milled or anodized finishes, except for temporary hurricane shutters.
- Reflective glass or applied reflective film.
- Untrimmed windows on front elevations.

- Window awnings on front, rear, or side elevations.
- No storm or hurricane shutters may be installed by a homeowner except for those that comply with specifications, design, color, and style approved by the ARC.

**Eligible for Approval Roll-Down Hurricane Shutters**

- Installation of permanent aluminum roll-down hurricane shutters are eligible for approval; for all operable and/or fixed glass windows.
- They may be of the hand crank or electric motorized type.
- The housing box and shutters must match the color of the window frames on the home which are bronze.



**Eligible for Approval Aluminum Accordion Hurricane Shutters**

- Installation of permanent aluminum accordion hurricane shutters are eligible for approval for all operable and/or fixed glass windows.
- They may be the hand crank or electric motorized type.
- The housing box and shutters must match the color of the window frames on the home which are bronze.



### **Eligible for Approval Slide Screen Hurricane Shutters**

- Installation of slide screen hurricane shutters are eligible for approval for all operable and/or fixed glass windows.
- The low-profile track must match the color of the window frames on the home which are bronze.



## **Section – 2.07 Front Entry, Service, Patio, and Garage Doors**

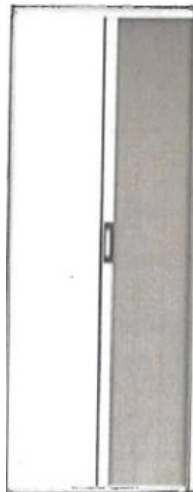
### **Front Entry**

The front entry screen doors eligible for approval are the Seaview, Heritage, and Anderson 3000 series Full View doors. These styles are eligible for approval in bronze frame to match the window frame color of the home. Substitutions are possible for similar door styles subject to ARC approval.



**Front Entry and Side Screen Doors**

The front entry and side screen door eligible for approval is the Hidden Retractable Screen door. The colors eligible for approval are either bronze, to match the window frame color, or the approved trim color of your home.



**Door Inserts**

Door Inserts are permitted with clear or frosted glass only (but not both together). No colored or stained glass is permitted. If the insert contains wrought iron the color must be bronze. Clear glass door inserts may contain internal miniblinds. The exterior trim must be painted to match the door color. ARC approval is required.

## Garage Doors

Garage doors must be kept closed at all times except when in use, and during reasonably limited periods when the garage is being cleaned or other activities are being conducted which require the doors to be left open. This is for safety and wild animal issues. No trailer, camper, motor home, boat, boat trailer, canoe, or motorcycle shall be permitted to remain upon a homesite unless within an enclosed garage other than for temporary parking. Temporary parking shall mean the parking of such vehicles belonging to or being used by owners and their guests for loading and unloading purposes only. All temporary parking shall be restricted to paved driveways. No commercial trucks or vans, tractors, service vehicles, or other commercial vehicles shall be permitted to remain within the subdivision other than for temporary parking unless parked within an enclosed garage.

Garage doors are chosen by architectural style.

### Appropriate:

Front entry door:

- Standard fiberglass entry door or various glass entry doors pre-approved by ARC.
- Accent color at front entry doors is encouraged.

Garage doors:

- Garage doors with window panel based on architectural style.
- Garage door painted other than the body color of the home.
- Only eligible front entry or side screen doors.

### Prohibited:

- Flush, non-accented front doors (either by color or by detail).
- Translucent fiberglass garage doors.
- Gaudy attention-drawing garage door details.
- Strong accent colors on garage and service doors.
- Painted designs on garage doors.
- Garage door painted same as body color.
- Garage screen doors.

## Section – 2.08 Porches, Decks, and Balconies

If entry porches are used, they should be designed as dominant features that invite entrance to the dwelling. The use of columns is encouraged. Porch columns should be sized appropriately for the architectural style chosen and are subject to review by the ARC. Larger columns are also encouraged and should be selected to complement the architectural style. Columns shall have a base capital treatment in keeping with the architectural style of the house. Materials such as lattice are

acceptable if appropriate to the elevation style of the house. No screened front porches will be permitted.

Appropriate:

- Wood decks, painted or stained to be compatible with the house finishes, oriented to the rear.
- Recycled PVC decking of appropriate color.
- Porch handrail systems simple in design, using wood, PVC, or aluminum vertical balusters and built-up rails or aluminum of appropriate design.
- Porches that fit the architectural style on rear elevation only.
- Dominant entry porches (encouraged).
- Appropriate scale for columns supporting porches, including built-up box or tapered forms, subject to review by ARC.

Prohibited:

- Door and window awnings on the front, back, rear, or sides of homes.
- Screened front porches.
- Sunroom or modification to the lanai must be approved by the ARC.

## **Section – 2.09 Exterior Colors**

The ARC and the Board have preselected exterior colors appropriate for each architectural style for the subdivision. Any deviations from the approved colors will be reviewed on a case-by-case basis.

Proposed color selections and the intermixing of color packages shall be subject to approval by the Board and/or the ARC Committee.

Shutter accent color should be compatible with the body, trim, and roof colors.

Appropriate:

- Color appropriate to the architectural style.
- Complementary trim and siding colors.

Prohibited:

- Siding and trim colors in bright, harshly contrasting ranges.
- Roof areas in pure white.

Single-Family Detached Homes:

- The same roof or color scheme may only be used on homes no closer than three homes away as well as on the home directly across the street.
- The Architectural Review Committee (ARC) has the right to retire a color scheme as appropriate.
- The same elevation cannot be built next to, or directly across from itself.
- No more than three of the same architectural style shall be built in a row.






Painting (Exterior of Home):

- Repainting the home the same color is a homeowner option.
- Change to another color that is on approved color palette requires ARC approval.
- All approved paint colors in the palette are given in these guidelines.

Tuscan & Mediterranean Exterior Colors Only:

- All four colors are required to be placed on the house.
- Accent color to be used on garage doors, shutters, entry door frieze band and brackets.

# Tuscan & Mediterranean - Scheme 1

Boral, Barcelona 900, New Southern Blend <small>Roof</small>			
Accessible Beige - NC 7036 <small>Body</small>		Environmental Stoneworks; Southern Ledge stone, Bucks County	
Botany Beige - PPG 15-27 <small>Trim</small>			Tremron: 45 Deg Herringbone, 4'X8", W/ Solder Border; Driftwood
Clam Shell - PPG 1023-6 <small>Accent</small>			<small>HERRINGBONE 45</small>
Big Foot - PPG 1061-7 <small>Accent</small>			
Garlic Clove - PPG 18-09 <small>Faux Stone</small>			

# Tuscan & Mediterranean – Scheme 2

Boral, Barcelona 900, Khaki Blend  
Roof

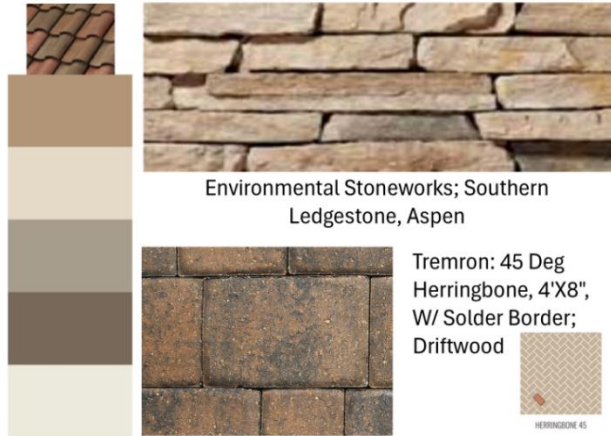
Coffee Kiss - PPG 15-15  
Body

Botany Beige - PPG 15-27  
Trim

Stonehenge Greige - PPG 1024-5  
Accent

Curlew - PPG 15-21  
Accent

Garlic Clove - PPG 18-09  
Faux Stone



# Tuscan & Mediterranean – Scheme 3

Boral, Barcelona 900, Espresso Blend  
Roof

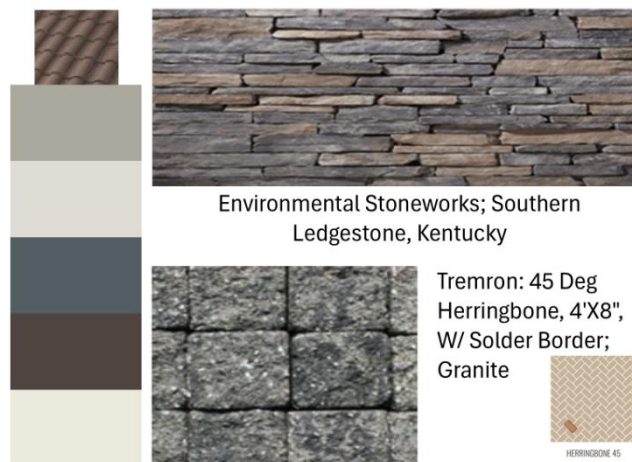
Hot Stone - PPG 1007-4  
Body

Shark - PPG 1006-2  
Trim

Mysterious - PPG 1037-6  
Accent

Dark Granite - PPG 1005-7  
Accent

Garlic Clove - PPG 18-09  
Faux Stone



# Tuscan & Mediterranean – Scheme 4

Boral, Barcelona 900, Buckskin Blend  
Roof

Olive Gray - PPG 1027-4  
Body

Botany Beige - PPG 15-27  
Trim

Patches - PPG 1024-6  
Accent

Dark Granite - PPG 1005-7  
Accent

Garlic Clove - PPG 18-09  
Faux Stone



# Tuscan & Mediterranean - Scheme 5

Boral, Barcelona 900, Khaki Blend  
Roof

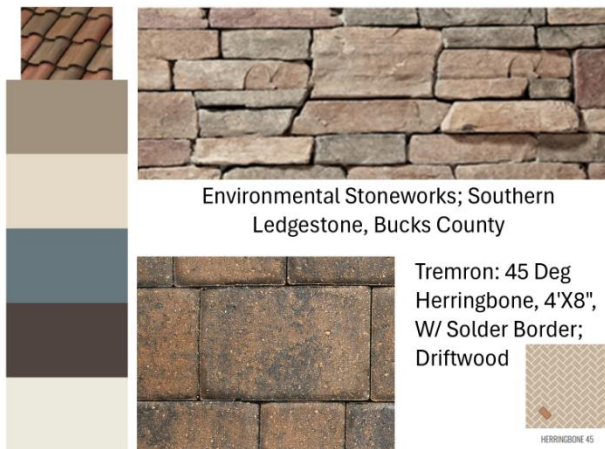
Oyster Shell - PPG 14-13  
Body

Botany Beige - PPG 15-27  
Trim

Knight Rendezvous - PPG 1037-5  
Accent

Dark Granite - PPG 1005-7  
Accent

Garlic Clove - PPG 18-09  
Faux Stone



# Tuscan & Mediterranean – Scheme 6

Boral, Barcelona 900, Chestnut Burnt  
Roof

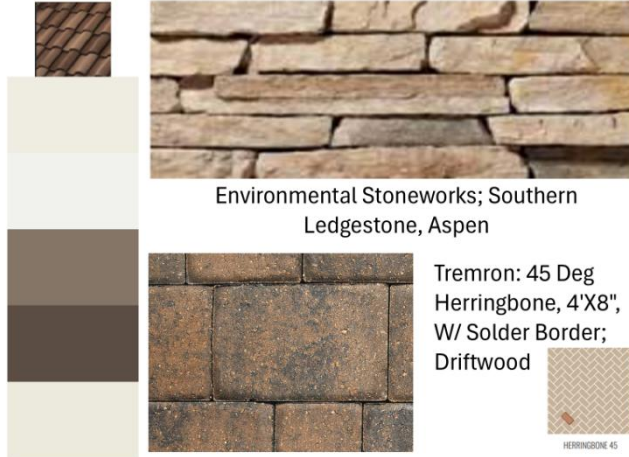
Winter Mood - PPG 14-16  
Body

Delicate White - PPG 1001-1  
Trim

Wicker Basket - PPG 1020-6  
Accent

Sarsaparilla - PPG 1018-7  
Accent

Garlic Clove - PPG 18-09  
Faux Stone



# Tuscan & Mediterranean – Scheme 7

Boral, Barcelona 900, Slate ( Slate Black Antique?)  
Roof

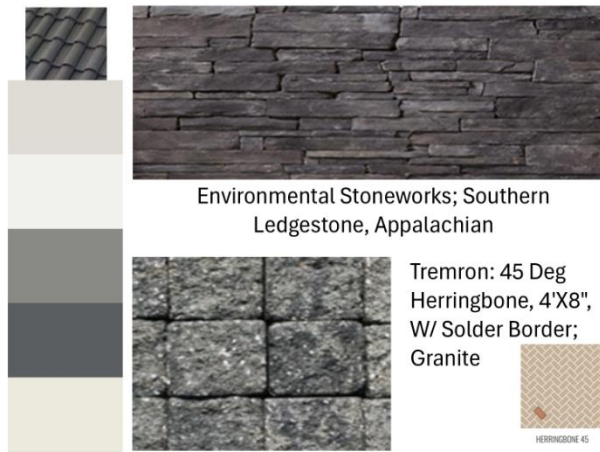
Shark - PPG 1006-2  
Body

Delicate White - 1001-1  
Trim

Downpour - PPG 1010-5  
Accent

Glazed Granite - PPG 1011-6  
Accent

Garlic Clove - PPG 18-09  
Faux Stone



# Tuscan & Mediterranean - Scheme 8

Boral, Barcelona 900, Khaki Blend  
Roof

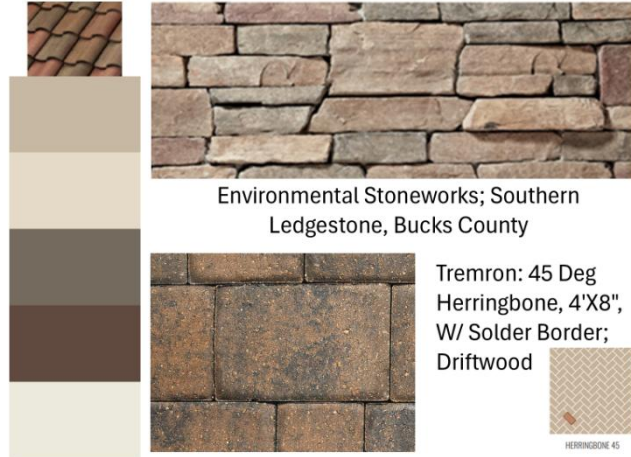
Summer Suede - PPG 14-14  
Body

Botany Beige - PPG 15-27  
Trim

Granite - PPG 1022-6  
Accent

Fudge Truffle - PPG 1075-7  
Accent

Garlic Clove - PPG 18-09  
Faux Stone



# Northern Italian - Scheme 1

Boral, Barcelona 900, Chestnut Burnt  
Roof

Toasted Almond - PPG 1097-3  
Body

Creamy White - PPG 1105-1  
Trim

Monkey Madness - PPG 1020-7  
Accent

Petaluma Dust - PPG 15-10  
Accent

Wine Barrel - PPG 427-7 (For drain pipes on gable when applicable)  
Accent



# Northern Italian - Scheme 2

Boral, Barcelona 900, Buckskin Blend  
Roof

Botany Beige - PPG 15-27  
Body

Winter Mood - PPG 14-16  
Trim

Sarsaparilla - PPG 1018-7  
Accent

Granite - PPG 1022-6  
Accent

Wine Barrel - PPG 427-7 (For drain pipes on gable when applicable)  
Accent



Tremron: 45 Deg  
Herringbone, 4'X8", W/  
Solder Border; Driftwood



# Northern Italian - Scheme 3

Boral, Barcelona 900, Chestnut Burnt  
Roof

Creamy White - PPG 1105-1  
Body

Crumb Cookie, PPG 18-01  
Trim

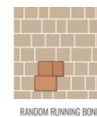
Little Bear - PPG 1074-7  
Accent

Spiced Vinegar - PPG 1098-4  
Accent

Wine Barrel - PPG 427-7 (For drain pipes on gable when applicable)  
Accent



Tremron: 45 Deg  
Herringbone, 4'X8", W/  
Solder Border; Driftwood



# Northern Italian - Scheme 4

Boral, Barcelona 900, New Southern Blend  
Roof

Pegasus - PPG 1010-1  
Body

Delicate White - 1001-1  
Trim

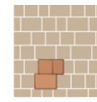
Seal Skin - PPG 416-7  
Accent

Hot Stone - PPG 1007-4  
Accent

Wine Barrel - PPG 427-7 (For drain pipes on gable when applicable)  
Accent



Tremron: 45 Deg  
Herringbone, 4'X8", W/  
Solder Border; Driftwood



RANDOM RUNNING BOND

# Northern Italian - Scheme 5

Boral, Barcelona 900, Florida Blend  
Roof

Alpaca Wool - PPG 14-19  
Body

Botany Beige - PPG 15-27  
Trim

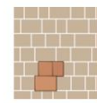
Metropolis - PPG 1006-7  
Accent

Caravel Brown - PPG 1079-6  
Accent

Wine Barrel - PPG 427-7 (For drain pipes on gable when applicable)  
Accent



Tremron: 45 Deg  
Herringbone, 4'X8", W/  
Solder Border; Driftwood



RANDOM RUNNING BOND

# Northern Italian - Scheme 6

Boral, Barcelona 900, Espresso Blend  
Roof

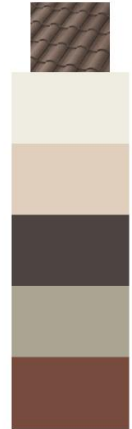
Winter Mood - PPG 14-16  
Body

Desert Fawn - PPG HV 09  
Trim

Phantom Mist - PPG 1002-7  
Accent

Aldabra - PPG 14-28  
Accent

Wine Barrel - PPG 427-7 (For drain pipes on gable when applicable)  
Accent



Tremron: 45 Deg  
Herringbone, 4'X8", W/  
Solder Border; Driftwood



## Standard Colors

### Tuscan & Mediterranean

- Spraycrete Lanai - Botany Beige or Stone
- Windows - Bronze
- Soffit/Fascia - Musket, Dark Brown or Similar
- Drip- Musket, Dark Brown or Similar
- Cage - Bronze

### Northern Italian

- Spraycrete Lanai - Crumb Cookie
- Windows - Bronze
- Soffit/Fascia - Musket, Dark Brown or Similar
- Drip - Musket, Dark Brown or Similar
- Cage - Bronze

## **Section – 2.10 Mailboxes**

The gang boxes provided meet the requirements of the post office. Any changes will be at the discretion of the Board.

Prohibited:

- Other mailboxes.
- News delivery boxes.

## **Section – 2.11 House Numbers**

The Board and/or ARC shall direct the style, color, and location of house numbers to be placed on the home.

## **Section – 2.12 Exterior Lighting**

Lighting of homes and their surroundings can add dynamic effects within a community. Effective exterior lighting within Cielo is encouraged. Light fixtures have been preselected based on architectural style. All lighting should be "down" or "area" lighting. All light sources should be white (no colored lights) and lighting should not spill over onto neighboring properties. Lighting should be shielded to conceal glare. Tree up-lighting should be concealed in shrubs. Coach lights on the home at the garage are optional. Blinking or colored bulbs are not permitted.

Should a homeowner need to replace his/her exterior lighting, and the selections are no longer available, please contact ARC for approved replacement fixtures.

Appropriate:

- Fixtures and standards shall be designed to relate aesthetically to the character of the community.
- Maximum of two (2) double-gang security floodlights per home.

Prohibited:

- Non-shielded spotlights.
- Colored lights, except during holidays.
- Spillover of light onto neighboring property or conservation areas.
- Any coach light not approved by ARC.

Approved Exterior Coach Lights:



Optional Coach Light: Mediterranean & Tuscan

10 3/8" W x 30 1/2" H x 13 1/4" D  
Glass: Clear Seeded Panels  
Finish: Antique Bronze  
Verdae #P560017-020



Optional Coach Light: Northern Italian

11" W x 21 7/8" H x 11 3/4" D  
Glass: Clear Beveled Panels  
Finish: Antique Bronze  
Burlington #P6617-020

# Section 3

## Exterior Additions

<b>Section:</b>	<b>Description:</b>
3.01	Accessory Structures
3.02	American Flags
3.03	Basketball Hoops
3.04	Decorations for Holiday and Special Events
3.05	Decorative Items
3.06	Clothes Lines
3.07	Entry, Walkways and Driveways
3.08	Fencing
3.09	Outdoor Kitchens
3.10	Play Equipment
3.11	Pools and Spas
3.12	Satellite Dishes
3.13	Solar Panels
3.14	Air Conditioning Units
3.15	Generators
3.16	Trash Disposal Containers
3.17	Trash Can sheds
3.18	On Site Signage
3.19	Leases/Rentals
3.20	Retractable Awning / Sunscreen
3.21	Approved For Sale/Open House Signage

### **Section – 3.01 Accessory Structures**

Greenhouses, trellises, gazebos, or any other structure placed on the homesite must be compatible with the materials, architectural style, and colors of the dwelling, and are governed by the ARC and building codes. Height, size, location, and setbacks, if not governed by building codes, are determined by the ARC on a case-by-case basis. Trellises must be integral to the design, style, and/or attached to the structure. ARC approval is required.

### **Section – 3.02 American Flags**

Brackets may be attached to the house or garage to hold a pole for a flag, which is no larger than 4 ½ feet by 6 feet. The American flag must be flown in accordance with Federal statutes. See Appendix – Florida State Statutes chapter 720 section 304.

### **Section – 3.03 Basketball Hoops**

Basketball hoops must be portable and can remain in the driveway except during storm conditions. Permanent (affixed to a house or on a post) basketball hoops are prohibited.

### **Section – 3.04 Decorations for Holiday and Special Events**

Decorations, lights, flags, and other decorations customary for holidays and special events are welcome. They must be temporary in nature and can be regulated by the ARC as to quantity, and how long they may be in place. Christmas decorations may be displayed from Thanksgiving Day until January 15. All other holiday decorations may be displayed from three weeks before the holiday until one week after the holiday. Review section 2.12 Exterior Lighting for more details.

### **Section – 3.05 Decorative Items**

Accessory structures, sculptures, and decorative objects such as birdbaths, statues, English globes, and fountains are prohibited in the front yard.

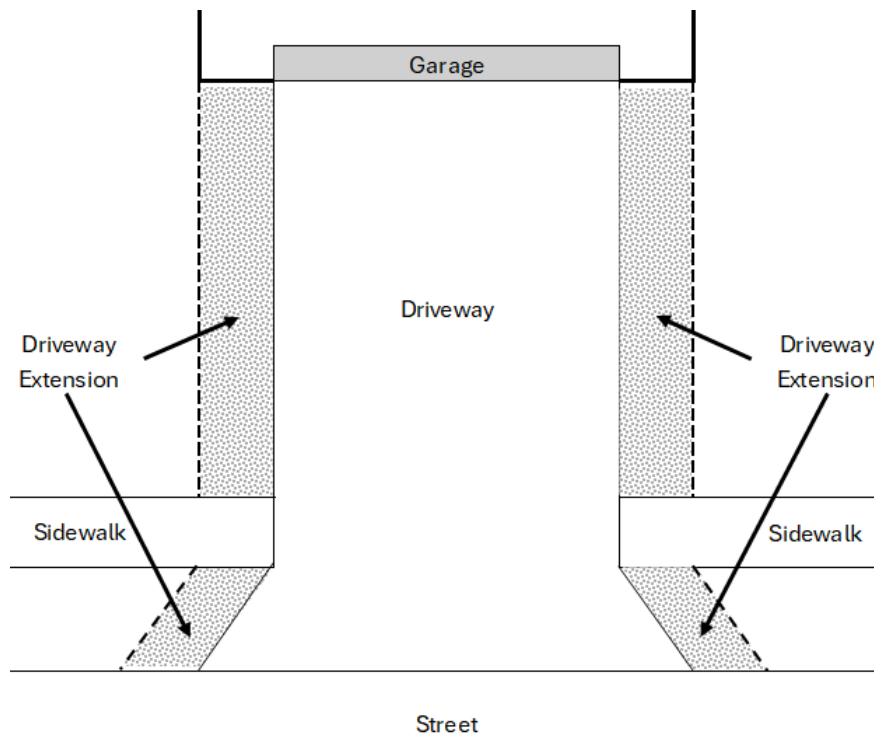
### Section – 3.06 Clothes Lines

Drying clothing is prohibited in yard space; it may be done on a lanai if a privacy screen is used. Pool towels may be hung temporarily but should not be visible from the street. See Appendix – Florida State Statutes chapter 720 section 3045.

### Section – 3.07 Entry, Walkways and Driveways

Entry, walkways, and driveways are to be constructed of concrete; however, optional pavers have been preselected based on architectural style. Asphalt, gravel, and painted concrete are prohibited on all driveways. See Exterior Colors section 2.09 for approved paver colors.

Driveways shall not extend beyond the side planes of the garage. The only exception is the widest part of apron/bib at the very end of the driveway. The angle of the apron/bib must remain the same and equal to the width of the driveway extension. See Diagram below:



Note: ARC approval is required.

Appropriate:

- If optional paver entry, walkway, and driveway is desired; paver selection, color and pattern are noted in the Exterior Colors section 2.09 and vary per architectural style/color palette.

Prohibited:

- Gravel, shell, or poly-pebble walkways and driveways.
- Any applied top coating including paint or stain.
- The entry, walkway, and driveway must be all concrete or all pavers. Not a mix of both.

### **Section - 3.08 Fencing**

It is preferable that fences do not function as property line markers but can be used (where approved) to define exterior spaces. Landscaping may be required to minimize and soften the appearance of the fence from the road. Fences may not restrict access to dedicated easements or to utilities and their above and below ground equipment or obscure a neighbors' view. Fencing and landscaping placed within utility easements are subject to disturbance by utility companies. Restoration of these disturbances is the responsibility of the homeowner.

A 4-foot height eligible bronze aluminum fence (standard or puppy picket options) shown below, will be allowed in the rear yard on lots only upon approval. Fence must have a thirty (30-foot) foot setback from the front corner of the shortest side of the dwelling. The fence must be parallel with the rear property line. If a fence exists on an adjoining interior lot, the new fence must be attached to the existing fence regardless of its setback. All requests for fencing and supporting documentation must be submitted to and approved by the ARC. Documentation includes a survey of the home indicating the fence location.

One or two 48" width matching gate(s) are required.

Note: Fences are not permitted on lots: 40, 63, and 64

Appropriate:

- Rear yard fencing can be installed starting no less than 30' back from the shortest side of the home.
- Use of the fencing design is indicated below.
- It is the homeowner's responsibility to ensure that placement of fences does not interfere with any drainage.

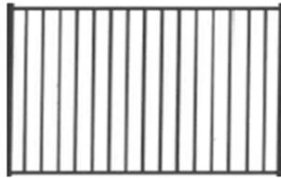
Prohibited:

- Stucco walls, unless a part of an entry monument, for short lengths.
- Double fences.
- Wood accent fences.
- Chain link, wrought iron, PVC, concrete, or wire fences.

Note: ARC Approval is required.

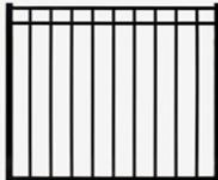
Eligible for approval fencing options:

Option 1: 2-Rail Fence



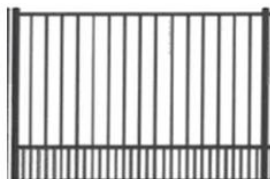
2-Channel –  $\frac{5}{8}$ " x  $\frac{5}{8}$ " pickets spaced  $3 \frac{7}{8}$ " apart.

Option 2: 3-Rail Fence



3-Channel –  $\frac{5}{8}$ " x  $\frac{5}{8}$ " pickets spaced  $3 \frac{7}{8}$ " apart.

Option 3: Puppy Picket Fence



3-Channel –  $\frac{5}{8}$ " x  $\frac{5}{8}$ " pickets spaced  $3 \frac{7}{8}$ " apart (top portion of fence) and  $1 \frac{5}{8}$ " apart. (Puppy Picket)

Eligible fencing – 48" height, bronze aluminum with (1) or (2) 48" width matching gate(s) with standard post caps.

Note: Option 1 or 2 only may be used as pool perimeter fencing.

### **Section – 3.09 Outdoor Kitchens**

If the kitchen was not installed at the time of construction, it requires ARC approval.

### **Section – 3.10 Play Equipment**

Permanent play equipment will be placed within the building setback lines at the rear of the property. Swing sets and play equipment should be kept within 15 feet of the house and should not exceed 8 feet in height. Play equipment does not need to be buffered with landscaping. It must be submitted to the ARC for approval.

Trampolines must be anchored at each leg with a minimum 12-inch anchor into the ground. ARC approval and inspection is required.

### **Section – 3.11 Pools & Spas**

All water features are required to be in rear yards. All water features shall be in-ground, except spas, which may be built into appropriately designed and screened lanai. Small temporary children's play pools are allowed, but any pool requiring installation and/or a filter system do not meet that definition. Safety fencing is to be provided in accordance with community fencing guidelines and local codes. Any proposed swimming pool screen cages will be designed and included as part of the ARC application.

### **Section – 3.12 Satellite Dishes**

Satellite dishes over 18" in diameter are not permitted. Satellite dishes are not allowed on roofs or on the front of the home and should not be visible from the street. They must be submitted to the ARC for approval.

### **Section – 3.13 Solar Panels**

Solar Panels and piping must blend architecturally with the roof of the home, and it is suggested that they be placed on rear facing rooflines unless this location conflicts with the efficiency of the product. ARC approval is required. See Appendix – Florida State Statutes Chapter 163 section 04.

### **Section – 3.14 Air Conditioning Units**

Mini-split air conditioning and heat pumps are eligible for approval. Window units and wall units are prohibited for installation. It is recommended that if adding a unit to your garage, you also insulate the attic and the garage door. The air conditioning unit shall not be installed within the side yard drainage easement. The buffering of air conditioning units with plants between homes is prohibited as it interferes with drainage. ARC approval is required.

### **Section – 3.15 Generators**

Whole house generators are to be used for emergency purposes only when commercial electrical power is not available. Generators may be operated once a week for test and maintenance purposes, but for no longer than 15 minutes and only on weekdays between the hours of 10:00 AM and 2:00 PM.

Submission to the ARC for approval is required and must include:

1. Manufacturer's specifications for unit, wiring, mounting, and sound level production.
2. Copy of surveyed site plan showing the location of the generator relative to the home.
3. Shrubs must be used to screen the generator on all three sides and must be indicated on the plan.
4. Installations of generators must comply with the state and city regulations.
  - The generator must be installed professionally. It must be plumbed by a licensed plumber and electrically connected by a licensed electrician.
  - The generator must be located at least 5 feet from any door or window opening, and at least 10 feet from all neighbors.
  - Generators must be located on the exterior of the home, excluding the lanai. Sound levels produced by the generator may not be greater than 72 db(A) at 23 feet while operating at full load.
5. A city permit is required. If the city permitting process causes any changes in what was approved by the ARC, the changes must be submitted to the ARC.

NOTE: Portable generators do not require ARC approval and must be stored inside the garage.

### **Section – 3.16 Trash Disposal Containers**

Trash and recycling containers must not be placed out for pick up sooner than twenty-four hours before scheduled collection and must be removed and stored in the garage or ARC approved trash can shed within twenty-four hours after collection. Garbage and refuse shall be placed only in designated areas.

### **Section – 3.17 Trash Can Sheds**

Requirements for trash can sheds:

- The trash can shed dimensions are no larger than 75"x 43"x 52".
- The shed must be a minimum of 25 feet from the front corner of the house and must be up against the side of the house, not blocking any window or door openings.
- The shed must always be secured except when removing or adding trash cans.
- The trash can shed must be anchored with a minimum of four anchors that are imbedded in the ground at a minimum of 12 inches.

The sanitizing of the trash can shed is the responsibility of the homeowner and complaints about smell will be a violation, subject to possible fines. Landscaping will be planted to restrict the view of the trash can shed from the street. All necessary permits will be the responsibility of the homeowner. The trash can shed will need ARC approval and requires a post inspection after installation.

### **Section – 3.18 On Site Signage**

No signs of any kind shall be displayed on any homesite or in the windows of any home.

### **Section – 3.19 Leases/Rentals**

No home may be leased/rented for a term of less than six (6) consecutive months, nor more than twice per year, without written approval of the ARC. Owners wishing to lease their homes shall be required to obtain and provide to the association/ARC a contract for providing landscaping and irrigation services to the home. See appendix - Declaration of Covenants, Conditions and Restrictions Article 10.29 Lease/Rentals for more detailed information.

### Section – 3.20 Retractable Awning / Sunscreen

The retractable awning / sunscreen must be installed within the lanai cage area. The frame must be bronze in color. It is the homeowner’s responsibility when a storm warning is posted that the awning is in its retracted position. ARC approval is required.

### Section – 3.21 Approved for Sale / Open House Signage

- If you are planning to sell your home and/or conduct an open house there is an approved sign that must be used in the Cielo community.
- It is the homeowner's responsibility to ensure that their realtor or they (if not using a realtor) contact Signarama to place the sign order and purchase the sign.
- Below is an image of the For Sale/Open House sign. The Open House is an optional rider that can be easily added to the For Sale sign as appropriate. The sign will be framed in black metal for ground insertion.
- There can only be one sign per lot.

Signarama  
4259 14th Street West  
Bradenton, FL 34205  
Phone: 941.747.7746  
Fax: 941.747.6832  
wwW.bradentonsigns.com  
Contact: Tara Dunfee

The estimated time from placing an order to picking up the sign is 2-3 business days.



# Section 4

## Landscape Planting Guidelines

<b>Section:</b>	<b>Description:</b>
4.01	Landscape Introduction
4.02	Front Yards
4.03	Rear Yards
4.04	Corner Lots
4.05	Mulch / River Rock
4.06	Mulch Replenishment
4.07	Landscape Barriers / Edging
4.08	Boulders
4.09	Landscape Lighting
4.10	Sample Landscape Plans
4.11	Yard Cover
4.12	Fruit Trees
4.13	Street Trees
4.14	Tree List
4.15	Palm Tree List
4.16	Shrub List
4.17	Ground Cover List

### **Section – 4.01 Introduction**

To create a "streetscape effect" that is consistent throughout the community and the entire development, the minimum planting requirements included in this section must be met.

All trees and shrubs shall be Florida #1 or better as defined in "Grades and Standards for Nursery Plants", Parts I & II, Department of Agriculture, State of Florida. All landscaped areas will be irrigated by an automatic irrigation system.

### **Section – 4.02 Front Yards**

The front yard is defined as the area from the back of curb to the front of the home, including side yards back to the mid-point of the house. Planting in this area is of greatest importance, as it will determine the aesthetic appeal of the overall streetscape. The goal of landscaping is to integrate the home and homesite and thereby soften the impact of the home along a particular street and create visual interest and excitement for the streetscape.

### **Section – 4.03 Rear Yards**

Rear yards are defined as the area from the rear property line to the home including the side yards back to the mid-point of the house.

### **Section – 4.04 Corner Lots**

Because of their larger size and increased visual impact, additional plantings were added by the Developer for privacy as well as the extended streetscape impact.

### **Section – 4.05 Mulch / River Rock**

A 3" layer of organic mulch or earth tone medium river rock is required in all planting beds and around freestanding trees and shrubs to reduce water loss, control weeds, and prevent runoff. The approved mulch material is pine nuggets, pine shredded mulch, and hardwood coco brown mulch. The approved mulch color is Brown. The material may be varied throughout planting beds. When river rock is used, edging is required along all grass edges. English and Oriental gardens are prohibited. Inorganic mulch materials such as stone, pea stone, gravel, shell, and synthetic mulch materials are not allowed.

Types of mulch eligible for approval:

- Pine Bark Nuggets Color - Brown
- Pine Shredded Color - Brown
- Hardwood Shredded Color – Coco Brown

Types of river rock eligible for approval:

- Medium size Color-- earth toned

### **Section - 4.06 Mulch Replenishment**

Mulch replenishment is adding more mulch to an existing area with only one of the approved above (section 4.05). **THIS DOES NOT INCLUDE RIVER ROCK.** If you are not adding plants of any kind and not changing the existing landscape layout, then ARC approval is not required. If there is any variation to this, you will be in violation and subject to fines.

### **Section – 4.07 Landscape Barriers / Edging**

Landscape barriers/edging must allow for proper drainage from the landscaping beds so that water does not build up close to the home. Aggregate edging must be white or earth tone. Plastic or metal edging must be black or brown and may not be faux stone. Landscape curbing, such as rubber, formed concrete curbing, or concrete brick pavers must be installed horizontally, if used as barriers around landscaping beds and shall not be higher than 8 inches when measured from the base of the grass (soil level). Wood edging or wood curbing is prohibited (i.e. railroad ties, pressure treated lumber, etc.). ARC approval required.

Garden-type masonry landscape retaining barriers along walkways and driveways to prevent mulch from washing onto paved areas because of elevation differences are permitted with ARC approval. Vertically installed pavers, bricks or stepping stones for landscape bed edging or along planting beds, sidewalks, walkways, patios and the like for landscape edging or barriers are prohibited.

### **Section – 4.08 Boulders**

Limestone landscape boulders are permitted with a maximum of four boulders per lot. When measured from the longest points on all sides of the boulder, Size is limited to:

- Boulder 1 - not to exceed 32 cu ft (e.g. 4x4x2)
- Boulder 2 - not to exceed 24 cu ft (e.g. 4x3x2)

- Boulder 3 - not to exceed 12 cu ft (e.g. 3x2x2)
- Boulder 4 - not to exceed 8 cu ft (e.g. 2x2x2)

Boulders must be placed on the horizontal plane so that the longest dimension is parallel to the ground. ARC approval is required.

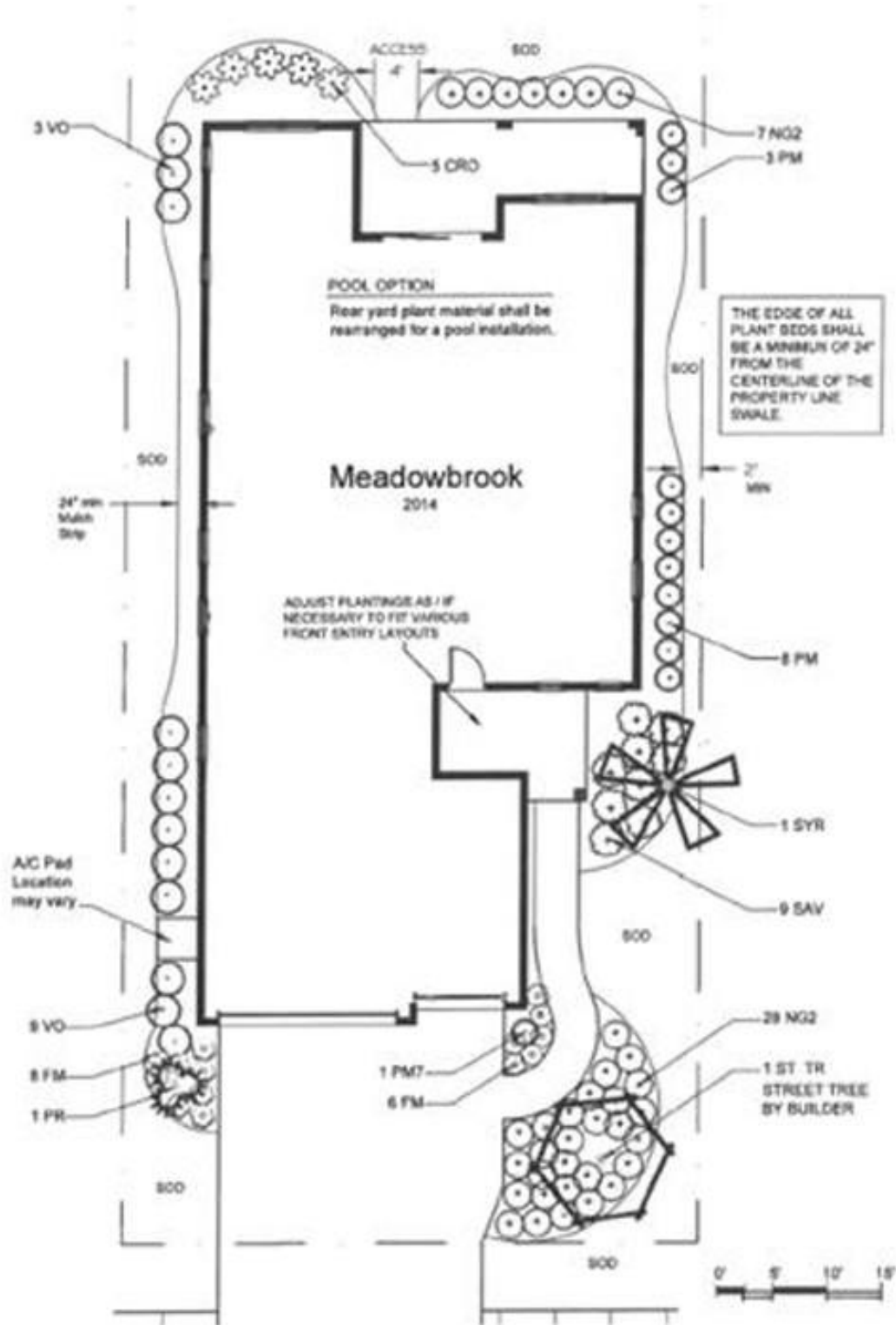
#### **Section – 4.09 Landscape Lighting**

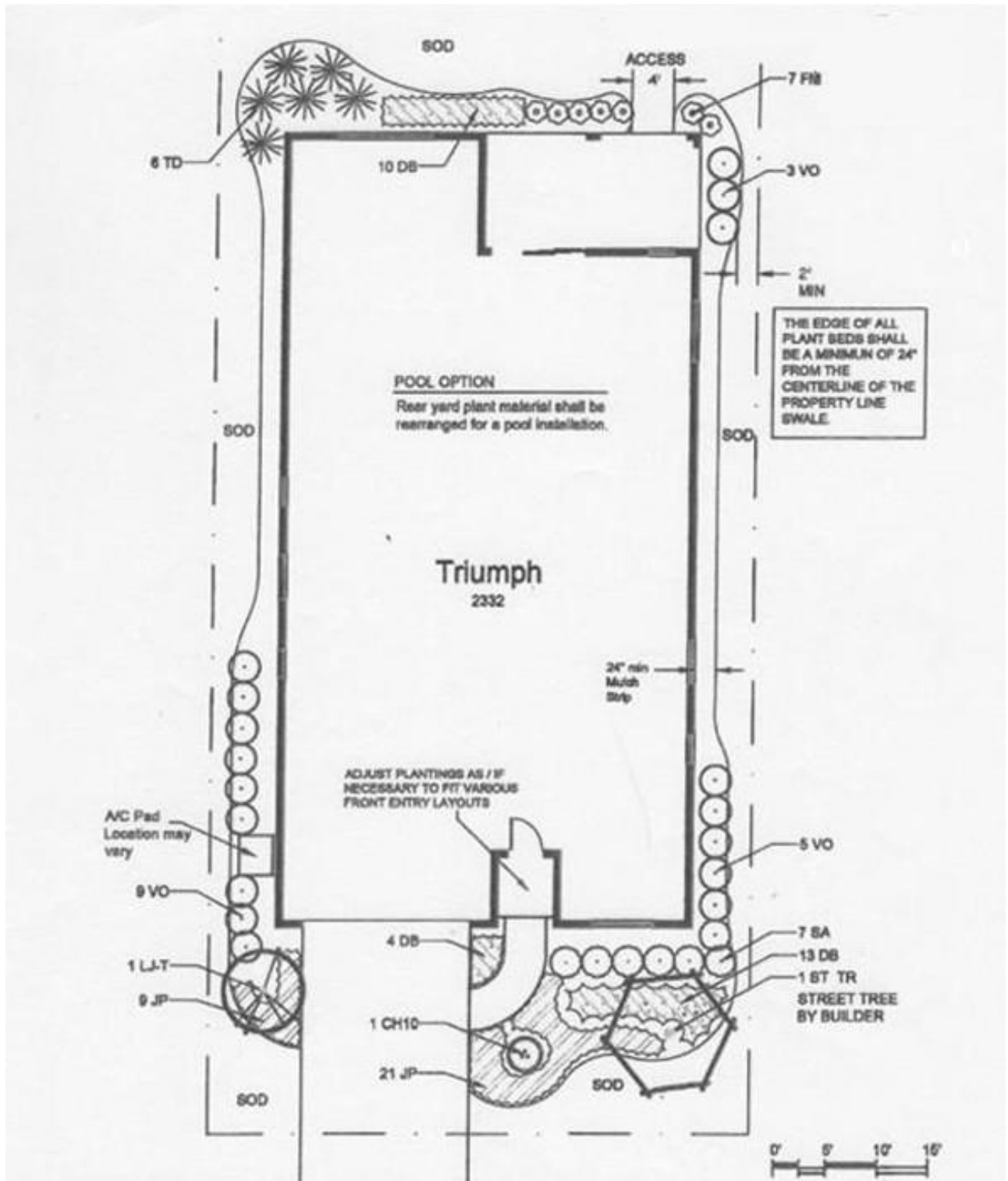
Solar or low voltage bollard lights are allowed:

- From the driveway to the covered entry, along walkway only.
- Maximum 18 inches in height.
- Light bulb must be constant white in color.
- Light bulbs cannot be no greater than 15 watts.
- The color of the bollard light fixture must be bronze.
- Must be approved by ARC.

See section 2.12 for information about tree lighting.

Section – 4.10 Sample Landscape Plans







**Section – 4.11 Yard Cover**

Rock, shell, wood chips, or any other materials will not be considered as an alternative to grass or ground cover. St. Augustine is the only variety of grass eligible for approval.

**Section – 4.12 Fruit Trees**

The planting of fruit trees is prohibited on all lots.

**Section – 4.13 Street Trees**

Street trees are required and installed by the builder and continue to enhance the value of your home and community. Homeowners may not remove the mandatory street trees. This is a city and county requirement. If this tree dies for any reason, it must be replaced with a similar type and size of tree by the homeowner. The replacement of street trees must be in the same location as the original street tree.

These trees were submitted to the city with our original landscape plans. The street trees eligible for approval are:

<b>Common Name:</b>	<b>Scientific Name:</b>
Dahoon Holly	Ilex cassine
Live Oak	Quercus virginiana
Red Maple	Acer rubrum
Southern Magnolia	Magnolia grandiflora `D.D. Blanchard` TM
Southern Red Cedar	Juniperus silicicola

There are two additional trees that the City of Venice Arborist has given approval to plant as street trees. However, these trees are not on the original list submitted to the city. The ARC will approve these trees to be planted but as a precaution, note that if the city has issues with the trees later, that will be between the homeowner, City of Venice and Sarasota County. These trees are:

Silver Button Wood	Conocarpus erectus sericeus
Stiff Bottlebrush	Callistemon rigidus

If the homeowner prefers something other than those listed, the homeowner must get written approval from the City of Venice Arborist and provide the documentation with their ARC request.

Palm trees are prohibited as street trees. See Appendix CCR section 9.09 for more information.

#### Section – 4.14 Tree List

<b>Common Name:</b>	<b>Scientific Name:</b>
Areca Palm	Dyopsis lutescens
Bald Cypress	Taxodium distichum
Bismarck Palm	Bismarckia nobilis
Bottlebrush - Stiff	Callistemon rigidus
Bottlebrush- Weeping	Callistemon viminalis
Brodie Columnar Cedar	Juniperus virginiana `Brodie`
Bougainvillea	Bougainvillea spectabilis
Cabbage Palmetto	Sabal palmetto
Carolina Sapphire Cypress	Cupressus arizonica `Carolina Sapphire`
Cassia Tree	Cassia surattensis
Crape Myrtle	Lagerstroemia indica
Dahoon Holly	Ilex cassine
Eagleston Holly	Ilex x attenuata `Eagleston`
Japanese Privet	Ligustrum japonicum
Jatropha Tree	Jatropha integerrima
Live Oak	Quercus virginiana
Reclinata Specimen	Phoenix reclinata
Red or standard Hibiscus	Hibiscus rosa-sinensis
Red Maple	Acer rubrum
Silver Button Wood	Conocarpus erectus sericeus
Slash Pine	Pinus elliotti
Southern Live Oak	Quercus virginiana
Southern Magnolia	Magnolia grandiflora `D.D. Blanchard` TM
Southern Red Cedar	Juniperus silicicola
Tree Ligustrum	Ligustrum japonicum
Wax Myrtle	Myrica cerifera
White Bird of Paradise	Strelitzia nicolai

#### Section – 4.15 Palm Tree List

<b>Common Name:</b>	<b>Scientific Name:</b>
Chinese Fan Palm	Livistona chinensis
Christmas Palm	Adonidia merrillii
Dwarf Majesty Palm	Ravenea hildebrandtii
Foxtail Palm	Wodyetia bifurcate
Montgomery Palm	Veitchia montgomeryana
Pygmy Date Palm	Phoenix roebelenii
Queen Palm	Syagrus romanzoffiana

<b>Common Name:</b>	<b>Scientific Name:</b>
Ribbon Palms	Livistona decipiens
Sabal Palm	Sabal palmetto
Sago Palm	Cycas revoluta
Spindle Palm	Hyoporbe verschaffeltii
Sylvester Palm	Phoenix sylvestris

#### Section – 4.16 Shrub List

<b>Common Name:</b>	<b>Scientific Name:</b>
Bravo Croton	Codiaeum variegatum `Bravo`
Brazilian Jasmin	Mandivilla Sanderi
Chinese Hibiscus	Hibiscus rosa-sinensis
Chinese Lantern	Alkekengi officinarum
Duranta Sapphire	Duranta erecta
Dwarf Burford Holly	Ilex cornuta `Dwarf Burford`
Dwarf Green Schefflera	Schefflera arboricola
Dwarf Red Ixora	Ixora coccinea `Petite Red`
Dwarf Variegated Schefflera	Schefflera arboricola `Variegata`
Dwarf Yaupon	Ilex vomitoria `Stokes Dwarf`
Dwarf Yellow Allamanda	Allamanda cathartica 'Compacta'
Fakahatchee Grass	Tripsacum dactyloides
False Bird of Paradise	Heliconia Rostrata
Firecracker Plant	Russelia Equisetiformis
Foxtail Fern	Asparagus densiflorus
Giant Bird of Paradise	Strelitzia nicolai
Gold Mound Duranta	Duranta erecta `Gold Mound`
Green Crinum Lily	Crinum augustum
Green Island Ficus	Ficus microcarpa `Green Island`
Ixora `Nora Grant`	Ixora coccinea `Nora Grant`
Lantana camara	Lantana camara
Mammey Croton	Codiaeum variegatum `Mammey`
Mediterranean Fan Palm	Chamaerops humilis
Mexican heather Cuphea	Cuphea hyssopifolia
Modern roses are hybrid tea roses, grandifloras, and floribundas	Rosa x hybrida
Mystic blue, blue, purple etc Salvia	Lamiaceae
Natal Plum Emerald Blanket	Carissa macrocarpa
Oleander	Nerium oleander
Pygmy Date Palm	Phoenix roebelenii
Sandankwa Viburnum	Viburnum suspensum

<b>Common Name:</b>	<b>Scientific Name:</b>
Saw Palmetto	Serenoa repens
Silver Buttonwood	Conocarpus erectus `Sericeus`
Small-Leaf Clusia	Clusia guttifera
Split Leaf Philodendron	Philodendron selloum
Sweet Viburnum	Viburnum odoratissimum
Texas Sage	Leucophyllum frutescens
Thryalis	Galphimia glauca
Wax Myrtle	Myrica cerifera
Yew Pine	Podocarpus macrophyllus

**Section – 4.17 Ground Cover List** (Landscaping around trees and shrubs)

Apostle`s Iris	Neomarica caerulea `Regina`
Blue Daze	Evolvulus glomeratus
Blueberry Flax Lily	Dianella tasmanica `Blueberry`
Dwarf Fakahatchee	Tripsacum floridanum
Dwarf Oyster Plant	Tradescantia spathacea “Dwarf”
Dwarf Pink Pentas	Pentas lanceolata
Fakahatchee Grass	Tripsacum dactyloides
Green Potato Vine	Ipomoea batatas `Margarite`
Lemon coral	Lemon Coral Sedum
Lily of the Nile	Agapanthus africanus
Parsoni Juniper	Juniperus chinensis `Parsonii`
Pink Muhly	Muhlenbergia capillaris
Seasonal Annuals	Seasonal Annuals
White Foutain Grass	Pennisetum setaceum `White`
Yellow African Iris	Diets vegeta

# Section 5

## ARC Requests Procedures and Forms

<b>Section:</b>	<b>Description:</b>
5.01	ARC Request Requirements
5.02	Homeowner's Responsibility
5.03	Property Access Form
5.04	ARC Request Form

## Section – 5.01 ARC Request Requirements

This is the documentation required for your request to be considered and reviewed by the Architectural Review Committee.

1. A completed ARC request form describing the general scope of the project to be completed. Be sure to include your contact information. The ARC committee may have questions and if they are unable to reach you this would delay the review and completion of your request.
2. A copy of the contract/quote with a description of the work to be performed and the product specifications. You can include a product brochure if available. If you do not want to share the costs of the project, then blackout the numbers with a marker. If you are doing a DIY (do-it-yourself) project, provide a written description of work to be performance and specifications of products you are going to be installing.
3. If applicable, a drawing of the structure that is being constructed, complete with dimensions and exact location. For example, lanai screen structure and/or a pool.
4. Some projects require the location to be drawn on your plot survey while for other projects, a picture of the location will suffice.
5. For all landscaping projects a landscape plan must be submitted. You can use the one you received at closing, drawing in the changes. See section 4.10 for sample landscape plans.
6. A copy of the contractor's certificate of insurance unless this is a DIY project.
7. A copy of the contractor's business license unless this is a DIY project.

The following items must be submitted along with an ARC request for a pool and cage and/or lanai extension.

1. Surveyed site plan indicating the location of the structure.
2. Rear elevation indicating attachment to the home, dimensions, and type of structure.
3. Specification sheet for pool and screen cage
4. Access form signed by neighbor(s).
5. A perimeter landscaping plan indicating plantings to buffer pool screen cages and/or lanai extensions.
6. A \$1000 deposit is required.
7. Numbers 1, 2, 6, and 7 from above.

All requests must be completed with the required documentation before the request can be presented to the Architectural Review Committee. Incomplete requests will automatically be denied.

## **Section – 5.02 Homeowner’s Responsibility**

All homeowners are responsible for following the rules and guidelines of the association when making exterior modifications.

- No work will begin until written approval is received from the ARC/association. You have six months from the approval date to complete the work. After six months you must reapply for approval.
- The project request must be completed on the attached ARC form and uploaded to Cielo Portal (FRONTSTEPS).
- The ARC will issue approval, approval with conditions, or a denial to the homeowner within 30 days of receipt of request including required documents. If additional information is required from the homeowner or contractor, the ARC will issue the homeowner a request for additional information. Please note that the review process will not commence until all information is received. It is the homeowner’s responsibility to check with an ARC representative if written communication is not received within 30 days.
- Requests that are not approved by the Committee will include appropriate recommendations and will be based on the Cielo HOA documents and parameters listed above, not on personal taste or preference.
- An appeal of a decision may be submitted to the ARC in writing or email by the applicant and will be considered and responded to within 30 days by the ARC.
- The project must be compliant with the Declaration of Covenants, Conditions and Restrictions for Cielo Neighborhood.
- Work requiring construction, including but not limited to, pool and/or screen cage installation, extended lanai or home additions, must be performed by Florida licensed and insured contractors.
- Work performed must comply with all applicable federal, state, and local laws, codes, regulations and requirements in connection with this work. Homeowners will obtain any necessary governmental permits and approval required for the work.
- Damage to persons or property, and the repair thereof, associated with the requested project is the sole responsibility of the homeowner and/or Contractor.
- The project may not have negative impacts to or infringe upon community common areas and/or community drainage plans.

- Homeowners are responsible for the conduct of all persons, agents, contractors, subcontractors, and employees who provide services in connection with this work.
- Lanai extensions, pool installations or any other projects involving disruption of irrigation lines will require a \$1000 refundable deposit made payable to the Cielo Neighborhood Association. The \$1000 deposit is for damage that may occur to neighboring property and common area. The deposit will be refunded within 30 days of final inspection provided no damage occurred.



**Property Access Form**

Homeowner: \_\_\_\_\_

Lot Number: \_\_\_\_\_

Property Address: \_\_\_\_\_  
\_\_\_\_\_

In constructing a pool and/or lanai extension on the above-mentioned property, we, the owner(s), agree to repair and pay for any damage that may occur to the neighbor's property or common property while our pool and/or lanai is being constructed.

We, the neighbor(s) on Lot number \_\_\_\_\_, acknowledge that we are aware a pool and/or lanai is being constructed and understand that the owner(s) of lot number \_\_\_\_\_ agree to repair and pay for any damage that may occur to my property or City property while the pool and/or lanai is being constructed.

We further grant permission for access to our property, if requested.

Date: \_\_\_\_\_

Homeowner(s) Signature: \_\_\_\_\_

Neighbor(s) Signature: \_\_\_\_\_

Note: One form per neighbor.



# Cielo Neighborhood Association, Inc.

## REQUEST FOR APPROVAL

This is a request form to be completed by the unit owner and submitted to the Board of Directors for approval **BEFORE** any work commences. Please complete in its entirety and mail to Communiqué, 5824 Bee Ridge Road #413, Sarasota, FL 34233. You may also email completed form to [Maureen@communiquemgmt.com](mailto:Maureen@communiquemgmt.com)

\*\*\*\*\*

### THIS SECTION TO BE COMPLETED BY THE UNIT OWNER

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE (HOME): \_\_\_\_\_ WORK: \_\_\_\_\_

DESCRIBE THE CHANGE/ADDITIONS/INSTALLATION: (i.e. windows, screen door, Florida room, landscaping, etc.)  
\_\_\_\_\_  
\_\_\_\_\_

LOCATION: (ATTACH A COPY OF THE PLOT PLAN/SURVEY SHOWING THE LOCATION OF THE MODIFICATION - MUST BE PROVIDED)

GIVE DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_

SPECIFICATIONS: (ATTACH A COPY OF THE PLANS OR SUITABLE DRAWING OR PICTURE - MUST BE PROVIDED)

DIMENSIONS: \_\_\_\_\_

MATERIAL (S): \_\_\_\_\_

ESTIMATED TIME OF COMPLETION: \_\_\_\_\_

**NOTE:** THE ASSOCIATION WILL NOT BE RESPONSIBLE FOR ANY DRAINAGE OR FLOODING ISSUES THAT MAY ARISE DUE TO IMPROPER CONSTRUCTION.

ALL REQUESTS MUST CONFORM TO THE LOCAL ZONING AND BUILDING REGULATIONS AND OWNERS ARE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS IF YOUR REQUEST IS APPROVED.

\*\*\*\*\*

### THIS SECTION TO BE COMPLETED BY THE MANAGEMENT CO. AND ARC

REQUEST: DATE APPROVED: \_\_\_\_\_ DATE DENIED: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

COMMENTS OR CONDITIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE RECEIVED : \_\_\_\_\_

# Section A

## Appendix

<b>Section:</b>	<b>Description:</b>
A.01	ARC Charter
A.02	Declaration of Covenants, Conditions and Restrictions (Articles 9 & 10 only)
A.03	City of Venice (What requires a permit, Tree Regulations)
A.04	Florida State Statutes (720.3035, 720.304, 720.3045, 163.04 only)
A.05	List of Approval Conditions
A.06	Frequently Asked Questions
A.07	Useful Websites and Email Addresses

## Section – A.01 ARC Charter

CIELO NEIGHBORHOOD ASSOCIATION, INC.

### ARCHITECTURAL REVIEW COMMITTEE CHARTER

CREATION OF THE ARCHITECTURAL REVIEW COMMITTEE: WHEREAS, the Board of Directors (BOD) of the Cielo Neighborhood Association (CNA) deems it necessary and desirable, and in the interest of the individual parcel (lot) owners to establish a committee to function in an advisory capacity and to assist the BOD. The purpose of the Cielo Architectural Review Committee (ARC) is to promote and ensure a high level of design, quality, harmony, and appearance throughout the CNA. The ARC shall review and rule on all homeowner requests for any significant change to the exterior of a home. The Committee does not have a Budget and requests for funds must be approved by the BOD. The committee shall rule based on the following:

- Architectural Guidelines & Standards (Formerly Design Criteria Manual)
- Rules & Regulations
- Community Declarations/Governing Documents
- Florida Statute 720

The ARC shall review all exterior home modification requests including, but not limited to landscaping, exterior painting, lanai, pool, and fences. The ARC shall approve or deny such requests in writing.

MEMBERSHIP: The ARC shall consist of at least three (3) Lot Owners (members) or as many are deemed necessary to accomplish their function. No individual may serve on the ARC unless he/she has been appointed by the BOD. In addition:

- All members shall be owners in good standing.
- Members shall not be Officers, Directors or Employees of the Association or its vendors and suppliers.
- The ARC may recommend new members to the BOD. The BOD is not obligated to accept the committee's recommendation.
- The BOD reserves the sole authority to remove or replace a member at any time.
- The BOD reserves the sole authority to dissolve the entire committee at any time should the functions originally created not provide the benefit for which this committee was created.
- Members shall not be entitled to nor paid for his/her service.
- Members shall serve in an advisory capacity to the BOD. The ARC is not authorized to take action independent of the BOD.
- The ARC must select a Chairperson and Vice Chair.

COMMITTEE MEETINGS: This committee operates according to Florida Statute and Associations Declarations. The committee:

- Shall meet on a regular schedule basis to meet the ARC requests.
- Members should be provided with ample time of notice of a meeting. The notice may be in person, telephone, email, or conventional mail.
- The Recording Secretary shall make a reasonable record of the meeting,
- The Chairperson or his/or her delegate shall make status and progress reports to the BOD as appropriate.

CONFLICT: Nothing in this charter description shall conflict with Article 9 of the CIELO DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS. In the event of a conflict, the Cielo Declarations shall prevail.

The Association BOD shall have the right to modify this charter.

**Section – A.02 Declaration of Covenants, Conditions and Restrictions (articles 9 and 10 only)**

**ARTICLE 9  
AUTHORIZED BUILDER AND ARCHITECTURAL REVIEW**

**9.01. Authorized Builder.** In order to assure that the improvements within the Subdivision will be constructed with the level of quality and consistency desired by the Declarant, no improvements may be constructed on any Lot within the Subdivision by any builder or contractor other than the builder(s) approved by Declarant, in its sole and absolute discretion; and after the Declarant no longer owns or controls any Lot within the Subdivision, then as approved by the ARC (the "Authorized Builder"). No improvements made, installed, constructed and/or built by Declarant, including its Authorized Builder, in the Subdivision shall be required to undergo ARC approval or any other approval by the Association.

**9.02. Architectural Review Committee.** There is hereby established an Architectural Review Committee (the "ARC"). The ARC shall use its best efforts to promote and insure a high level of design, quality, harmony, maintenance standards, quality of life and appearance throughout the Subdivision consistent with this Declaration. Prior to the Turnover Date, unless the Declarant shall otherwise specify in writing, the Declarant shall constitute the ARC, and may approve Plans and Submissions, as defined in Section 9.05, and make all Architectural Review decisions and approvals or take other actions on behalf of the ARC in Declarant's own name or in the name of the ARC. After the Turnover Date, or earlier determination by Declarant no longer to serve as the ARC, the ARC shall be composed of at least three (3) individuals appointed by the Board, each of whom shall be an Owner but not related or affiliated with a Board Member. The ARC shall act by simple majority vote. In the event of the death, resignation or other removal of any Board appointed member of the ARC, the Board shall appoint a successor. No member of the ARC shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of services performed pursuant to this Declaration. Members of the ARC shall serve terms established by the Board, and may be removed with or without cause by the Board.

**9.03. Architectural Standards.**

The ARC may, from time to time, adopt and modify design and development standards, rules, guidelines and specifications for the Subdivision (the "Standards"). The Standards may be different for each Neighborhood and Lot Type. The standards may include, but are not necessarily limited to, standards for (a) architectural design and size of improvements to be constructed upon a Lot; (b) fences, walls, pools, spas and similar structures; (c) exterior building

materials and colors; (d) exterior lighting; (e) lawn and landscaping materials and minimum requirements; (f) setback, height, bulk and design criteria; (g) design, materials and colors for homes, roofs, improvements, drives and walks; and other matters assigned to the ARC by this Declaration, or the Board. The Standards shall be deemed to include any mandatory architectural requirements, prohibitions and guidelines contained in this Declaration.

**9.04. Approval Required.** Architectural review and the written approval of the ARC, ("Architectural Review"), shall be required for the construction, restoration, reconstruction or expansion of any improvement upon a Lot; for any reasonably visible exterior alteration or modification to an existing improvement on a Lot; for any maintenance or repair of an improvement to a Lot which will result in the application or use of materials of a different type, color or quality than those in use prior to this maintenance or repair; for any landscaping or material change or addition or reduction to the landscaping or lawn of any Lot, other than for plantings within a substantially enclosed courtyard area; and for the construction, installation, restoration, reconstruction, enlargement or alteration of any fence, wall, tennis court, screen enclosure, pool, patio, utility line, solar energy device, decorative structure, outbuilding or other installation, device, equipment or structure which will alter the appearance of the Lot or existing improvements located thereon when viewed from adjacent Lots, the adjacent street or in any other instance where architectural review is required under this Declaration (collectively, the "Improvements"). Anything contained herein to the contrary notwithstanding, all such Improvements, alterations, installations, facilities and applications made by the Declarant as part of the original construction, improvement, development and sale of the Subdivision, including, without limitation, the construction of homes and units by Declarant or its Authorized Builder(s), whether made before or after Turnover of control of the Association, shall not require architectural Review nor approval of the ARC. Notwithstanding anything to the contrary herein, in the event the Association is responsible for exterior maintenance of any dwelling unit, such as but not limited to, painting or roof maintenance or other Lot Maintenance Services, then the ARC may, in its sole and absolute discretion, prohibit any exterior attachment, modification, restoration, reconstruction, expansion or other improvement of any kind whatsoever.

**9.05. Procedure.** In order to obtain the approval of the ARC for any proposed Improvements, there shall be submitted to the ARC a written application for approval and at least one (1) complete set of plans and specifications for the proposed Improvements (the "Plans"). The Plans shall include, as appropriate to the proposed Improvements, (a) a site plan for the Lot showing location and dimensions of all proposed and existing structures, pavement and landscaping to be installed or removed; (b) complete floor plans and exterior elevations of all

proposed structures, drawn to scale and reflecting the number of square feet within air conditioned living areas and other areas; (c) specification of all materials to be used, including type, color and nature; (d) specification of plant and other materials proposed for landscaping; (e) location, dimension, description and specifications for any other proposed Improvements; and (f) samples of material and proposed colors for external application. The ARC may also require the submission of additional information and materials as may be reasonably required by the ARC to evaluate the proposed Improvements (the "Submissions").

The ARC may waive formalities in the approval process, and may waive specific requirements if it deems the Plans and Submissions submitted provide the information reasonably necessary for ARC review. The ARC shall review and evaluate all applications and either approve or disapprove, or approve in part and disapprove in part, the application. The ARC shall issue its approval or disapproval in writing, and specify its reasons for disapproval and annotate its decision by reference to this Declaration and the Standards, if applicable. To the extent practical, the ARC shall indicate as part of any disapproval, the general or type of changes necessary in the submittal in order to achieve approval. The ARC may specify conditional approval, setting forth written stipulations for changes required for approval. If the applicant accepts such stipulations, the proposal shall be deemed approved, subject to the stipulations.

No work shall proceed except in strict compliance with this Declaration and the approval of the Architectural Review by the ARC, and any Improvements or work performed without such approval may be required to be removed by the Board at the Owner's sole cost and expense. If any landscaping, construction or other Improvements or alterations requiring ARC Architectural Review and approval shall be commenced and completed without Architectural Review and approval by the ARC, or a variance with approved Plans and Submissions, then such construction or other improvements may at any time thereafter be required to be removed or altered to comply with such Plans and Submissions as may be approved by the ARC, and such removal or alteration shall be at the Owner's sole cost and expense. Nothing shall prevent an Owner from making application to the ARC for approval of Improvements already commenced or completed, but during the period of such application, the Owner shall not perform any more work until the ARC has acted. The ARC shall not have any increased obligation to approve merely because an Owner has already commenced or completed Improvements in violation of this Declaration.

**9.06. Routine Matters.** In instances in which ARC has established specific written standards approving certain colors, materials, decorative or other items of routine maintenance, repair or minor improvements, an Owner may comply with such specific and written standards without the necessity of submitting an application to or obtaining formal approval of the ARC.

**9.07. Scope of Review.** The ARC shall review and approve or disapprove all Plans and Submissions solely on the basis of aesthetic standards as to the aesthetic quality of materials and workmanship to be used, suitability and harmony of location, structure and external design in relation to surrounding topography, structures and the overall benefit or detriment which would result to the immediate vicinity and to the Subdivision as a whole, and any other factors deemed relevant to the review by the ARC in its opinion, reasonably exercised. The ARC shall take into consideration the aesthetic aspects of the architectural design, placement of buildings, color schemes, exterior finishes and materials and similar features, and shall not be responsible for reviewing, nor shall its approval of any Plans be deemed approval of any design or plan from the standpoint of structural safety or conformance with building or other codes.

**9.08. Miscellaneous Provisions.** The Board and the ARC may adopt reasonable rules and regulations, including any standards, specifications, guidelines, or the like, for the conduct of its authority, and the Board may establish reasonable fees for Architectural Review. The Association shall maintain records of all Architectural Review proceedings, and shall furnish a certificate in recordable form upon the request of any Owner verifying the compliance or non-compliance of such Owner and his Lot with the Architectural Review provisions of this Declaration.

**9.09. Mandatory Tree Planting and Maintenance.** Unless provided for as a Lot Maintenance Service, the Owner of each Lot shall be responsible for the planting and maintenance of replacement trees on such Lot as required by the City pursuant to final site plan approval for Cielo. The number, size, type and location of trees to be planted shall be set forth on the Plans and Submissions approved by the ARC, as provided for herein. Existing native trees may be permitted to be used to fulfill these requirements whenever they meet spacing and size requirements as set forth herein. The Developer shall initially be responsible for the initial installation and maintenance of the trees until such time as the Lot is sold or transferred to a subsequent Lot Owner, at which time that Lot Owner shall be fully responsible for the maintenance and replacement of any street trees, all as set forth herein. Any costs borne by the Developer associated with the installation and maintenance of the street trees may be passed on and charged to the subsequent Lot Owner. In the event a street tree dies or is removed, the Lot Owner is responsible for replacing the street tree (per the requirements set forth herein) within thirty (30) days. If an Owner has failed to comply with the requirements of this Section 9.09, then after notice and compliance with the procedural requirements of this Declaration, the Association may take such action as is necessary to achieve compliance. All costs of the Association in so doing shall be assessed to the particular Owner and his Lot as a Special Assessment. Until so collected, such costs shall be treated as a Common Expense. No certificate of occupancy will be issued for any home to be constructed on a Lot until the conditions of this Section have been satisfied. ARC approval as required by this Article 9 shall be withheld until such time as the Plans

and Submissions presented for each Lot comply with the replacement tree planting obligations provided for herein. Upon such initial planting, each Lot Owner shall be responsible for maintenance of the replacement trees and such trees may not be removed without appropriate permits and authorizations provided by the City and further approved by the ARC.

## **ARTICLE IO USE RESTRICTIONS**

The following protective restrictions, limitations, covenants, conditions and agreements are hereby imposed upon the Subdivision and shall apply to all Property in the Subdivision, which includes all Lots, and shall also apply to all Members/Owners and their tenants and their respective guests, families, invitees, agents, employees, contractors, licensees and all other persons occupying such Lots or in actual or constructive possession, control or use thereof.

**10.01. Residential Use.** No Lot shall be used for anything other than residential purposes and in accordance with the Code and other applicable zoning and governmental land use regulations and this Declaration.

**10.02. Height Limitation.** No dwelling house or other building shall be more than two (2) stories in height, nor more than thirty five (35) feet above the grade of the crown of the street upon which the Lot fronts.

**10.03. Garages and Outbuildings.** All garages shall be private garages with a capacity for at least one (1) and no more than three (3) passenger vehicles.

**10.04. No View Easements.** Ownership of a Lot in the Subdivision does not carry with it any view easements. Adjacent property owners may be permitted to construct dwelling units, accessory structures, pool cages, install fences and/or landscaping that may obstruct views over and across other properties.

**10.05. Setbacks.** All structures shall be so located upon a Lot so as to comply with the setback requirements of the zoning regulations and Code. The ARC may require a greater, or approve a lesser, setback if it finds that under the specific circumstances such alteration is reasonable and appropriate and will result in a Lot developed and used in an appropriate manner not detrimental to surrounding properties; provided, however, that the approval by the ARC of a reduced setback shall not affect the obligation of the Owner of a Lot to comply with the Code.

**10.06. Recreational Vehicles.** No trailer, camper, motor home, boat, boat trailer, canoe, motorcycle, golf cart, A TV, or any similar recreational vehicle shall be permitted to remain upon a Lot unless within an enclosed garage, other than for temporary parking, unless prior approval has been granted by the ARC. Temporary

parking shall mean the parking of such vehicles belonging to or being used by Owners or their guests for loading and unloading purposes only. All temporary parking shall be restricted to paved driveways, however, sidewalks may never be blocked or obstructed in whole or in part. The ARC may approve special storage arrangements for such vehicles, imposing such locational, time and other conditions as it may determine.

**10.07. Other Vehicles.** No trucks, commercial vans, tractors, service vehicles or other commercial vehicles shall be permitted to remain within the Subdivision or on a Lot other than for temporary parking unless parked within an enclosed garage. Temporary parking shall mean the parking of such vehicles while being used in the furnishing of services or materials to occupants of Lots, or being used by occupants of Lots for loading and unloading purposes only. This provision applies to trucks and utility vehicles whether used for commercial purposes or not. Notwithstanding the foregoing, Owners or other appropriate occupants of a Lot having a van or pick up truck for personal transportation purposes only, and not for commercial use, may park such vehicle on the driveway of their Lot, but no Lot may have more than one such vehicle regularly parked in the driveway. No vehicle may block or obstruct in anyway a sidewalk in whole or in part. No vehicle shall be permitted to park overnight in the Subdivision streets, street right of ways and other Common Areas; nor shall any vehicle be permitted to park on the Subdivision streets, street right of ways or other Common Areas during the day, except that temporary day time parking shall be permitted for moving, construction, deliveries and the like. The streets in the Subdivision are "private", and the Association has the right to remove and tow, at the vehicle owner's expense, any vehicle which violates the provisions of this Section 10.07 or any other rule, regulation, standard, specification or the like, promulgated by the Board or the ARC regarding vehicles and parking in the Subdivision. The Board and the ARC may adopt additional rules, regulations, guidelines, standards, specifications, and the like, which are more stringent regarding permitted vehicles and parking restrictions in the Subdivision. Each Owner shall comply, and shall cause the Owner's family, guests, tenants, and invitees to comply with the restrictions and covenants, as well as all rules, regulations, standards, guidelines, specifications, and the like, set forth in this Declaration, and any amendments hereto, applicable to such Owner's Lot, as well as parking in the Subdivision streets, street right of ways and other Common Areas.

**10.08. Animals and Pets/ Dog Park.** Only common domesticated household pets may be kept on any Lot or improvements thereto, and in no event may such pets be kept for breeding or any commercial purposes. No other animals, livestock, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Subdivision. Approved household pets may not be kept in unreasonable numbers. Permitted pets shall be kept only subject to and in accordance with this Declaration and any other rules and regulations as shall be promulgated from time to time by the Board, and unless otherwise provided by the

Board, shall be kept on a leash and accompanied by its owner except when within a fenced or other enclosed area, and further provided, while outside, such dogs and permitted pets shall not be permitted to bark or otherwise become a nuisance or annoyance to a neighbor. Pets may only be kept on a Lot and on the Property in a reasonable number, which shall be determined by the Association, in its sole and absolute discretion. All permitted pets shall be licensed and vaccinated as required by any local law or ordinance governing same. Any such pets, whether from number, disposition or otherwise, that cause, create or contribute to a nuisance or unreasonable disturbance or annoyance, may be required to be permanently removed within ten ( 10) days of receipt of written notice from the Board to the Owner or other person responsible for such pet. Pet owners are responsible for cleaning up any mess created by their pets within the Subdivision. Excrement which is not picked up shall be deemed a nuisance hereunder. All pet owners are responsible for the actions of their pets, and each pet owner agrees to indemnify the Association and Declarant and hold them harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal on or within the Subdivision. The Board may adopt rules and regulations, including any standards, specifications, guidelines, or the like, that are more restrictive than the provisions of this Declaration for the regulation of pets when necessary to promote the health, safety and welfare of the Subdivision and its occupants.

Failure of any Owner to fully comply with the provisions of this Article shall result in fines of Fifty Dollars (\$50.00) per diem for each day of noncompliance.

The Association may provide specific and gated areas of the Common Property for use as a Dog Park. All Owners utilizing any Dog Park provided by the Association shall abide by the provisions of this Article 10.08, the rules and regulations of the Association, and any local, state and federal laws regarding pets/animals. In addition to any other rules of the Association regarding pets and the Dog Park, which the Board may enact from time to time, the following rules shall apply to the Dog Park:

#### Dog Park Rules and Policy

1. Owners must accompany their dogs in the park at all times.
2. No more than two (2) dogs per person are allowed at one time.
3. Children are not allowed in the dog park, unless accompanied by a guardian.
4. Owners are responsible for picking up after their dog.
5. All dogs must wear proof of license and have proper vaccinations.
6. Dogs in heat are not allowed in the park.
7. Dogs with bad behavior will be required to leave the park.

8. Persons and pets entering the Dog Park do so at their own risk; the Association, Declarant and Listed Parties are not responsible or liable for any actions, damages, losses or injuries to persons, pets or property.

**10.09. Antennae and Masts.** No television, radio or other electronic or communications antenna, mast, dish, disk or other similar device for sending or receiving television, radio or other communication signals shall be permitted upon any Lot or improvement thereto, except in conformance with uniform rules and standards established by the ARC. No such device is permitted under any circumstances if it sends, contributes to or creates interference with any radio, television or other communication reception or interferes with the operation of other visual or sound equipment located within any part of the Subdivision. In the event the Association is responsible for exterior maintenance of any dwelling unit, such as but not limited to painting or roof maintenance, then the ARC may, in its sole and absolute discretion, prohibit any such antenna, mast, dish, disk or similar device.

**10.10. Miscellaneous Visual Restrictions.**

(a) No clothes lines or clothes poles shall be erected, and no outside clothes drying is permitted, except where such activity is advised or mandated by governmental authorities for energy conservation purposes, in which event, the ARC shall be required to approve the portions of any Lot used for outdoor clothes drying purposes and the types of devices to be employed.

(b) Garage doors shall be kept in a closed position when not in use for ingress and egress.

(c) All garbage, recycle and refuse containers shall be placed in enclosed garages or walled-in areas. Air conditioning units, whole house generators, oil and/or gas tanks, permanently affixed swimming pool equipment and housing, and electric, mechanical, gas or other equipment installed on a Lot, (collectively the "Equipment"), shall be placed in locations that are approved by the ARC. The ARC has the authority to require landscaping or other approved materials to be utilized to minimize the view of Equipment from the street or adjacent properties, provided same does not otherwise negatively interfere with access to and/or drainage on a Lot. No window or wall air conditioning units shall be permitted on any Lot.

(d) The personal property of any resident shall be kept inside the residence dwelling, or a fenced or walled-in yard, except for patio furniture and accessories, and other personal property commonly kept outside, which must be kept in the rear of the Lot and must be neat appearing and in good condition.

(e) Window treatments shall consist of drapery, blinds, decorative panels or other tasteful window covering. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one ( 1) week after an Owner or tenant first moves into a dwelling or when permanent window treatments are being cleaned or repaired.

(f) All solar heating and other alternative energy resource systems shall require ARC approval and shall be so installed and maintained as not to be visible from the street upon which the dwelling fronts, unless specifically otherwise authorized by the ARC. It is the intent hereof not to prohibit the use of renewable energy sources, but rather to direct that same be so designed, installed and maintained as to minimize visibility from the street in front of the dwelling and in compliance with ARC standards.

**10.11. Fences.** No fence of any kind (vertical or underground electric) shall be erected or maintained upon any Lot until the plans and specifications therefor have been approved in writing by the ARC. Underground electric fences will not be permitted in the front yard of any Lot. It shall be a condition of approval of any fence that the bottom of all fences along or within any drainage easements shall be elevated above ground to allow for the free flow of drainage; and further provided, fences within drainage easements shall not be approved, regardless of the elevation of the bottom of the fence, if such approval interferes with the drainage plans for the Subdivision or is prohibited by Code or rules of SWFWMD.

**10.12. Yards and Drives.** Yards shall be sodded with natural grass at the time of original construction of improvements, and lawns shall thereafter be maintained in good condition and replaced as may be necessary. Gravel or stone yards are prohibited. All driveways, walks and parking areas shall be approved by the ARC, must be constructed of concrete, Stampcrete, Bomanite, paver bricks, or other comparable material approved by the ARC. Poly-pebbled driveways are prohibited. This Declaration does not prohibit xeriscape or "Florida-Friendly" landscaping; provided however, all such landscaping must be approved by the ARC.

**10.13. Environmental Provisions.**

(a) No tree with a diameter of four (4) inches or more measured at the height of four feet above grade shall be removed, unless the removal of same is necessary for the erection and maintenance of structures and outbuildings permitted hereby, or driveways or walkways providing access thereto, unless such tree is diseased, except with the consent of the ARC. No tree within any tree preservation area created within the Subdivision shall be removed except as permitted by such tree preservation easement.

(b). Compliance with SWFWMD and the City. Each Owner is hereby notified that the Property within the Subdivision is subject to the requirements of Surface Water Management Permit(s) issued by the Southwest Florida Water Management District. Each property Owner within the subdivision at the time of construction of a building, residence or structure shall comply with the construction plans for the surfacewater management system, pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District ("SWFWMD" or "District"). No construction activities may be conducted relative to any portion of the surface water management system facilities without the prior approval of the Association and SWFWMD pursuant to Chapter 40D-4, F.A.C. The term "surface water management system facilities" is hereby defined to include, but is not limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. The surface water management system facilities shall be located on land designated as Common Areas on the plat for Cielo, land over which the Association either owns or has an easement in its favor for operation, control and maintenance of the surface water management system facilities, or on land dedicated to and controlled by the Association as set forth on the plat Cielo. Prohibited activities include, but are not limited to: the removal of littoral shelf vegetation (including cattails) from wet detention ponds, digging or excavation; depositing fill, debris or any other material or item; constructing or altering and water control structure; or any other construction to modify the surface water management system facilities. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. SWFWMD shall have the right to take enforcement actions to enforce the terms hereof and Chapter 40D-4, F.A.C., including a civil action for injunction and/or penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities. The Association is intended to exist in perpetuity as set forth in the Declaration, and as described in Section 12.03 of the Declaration; provided however, in the event the Association ceases to exist or is otherwise dissolved or terminated, the responsibility for the operation and maintenance of the Subdivision's surfacewater /stormwater management system facilities shall be transferred to and accepted for maintenance responsibilities by another similar entity that complies with Section 373.416(2), F.A.C., and Chapter 62-330, F.A.C., then in effect, and/or complies with any other rule or regulation then in effect issued and approved by SWFWMD, prior to the termination, dissolution or liquidation of the Association. The new maintenance entity described above shall have all the same powers of the Association as set forth herein this Declaration and as listed in the Association's Articles of Incorporation. Neither this Section nor any provision of this Declaration affecting the surfacewater management system facilities or the operation and maintenance of the surfacewater management system facilities may be amended without the prior written consent of SWFWMD.

(c) Sedimentation and erosion control measures will be in compliance with the City's Code. To prevent sedimentary runoff during construction, staked hay bales, staked silt screens or inlet debris control screens are to be placed at storm inlets, outfall locations and adjacent property lines as required prior to any construction activities. The contractor is responsible for maintaining the sedimentation barriers in a working manner for the duration of construction and should be checked daily. Siltation accumulations greater than the lesser of 12 inches or one-half of the depth of the sedimentation barrier shall be immediately removed and replaced in upland areas, in addition to specified erosion control locations, the contractor shall perform daily site inspections for potential erosion problems. If problems occur, the contractor is responsible for installing appropriate erosion control immediately. The contractor is responsible for removing temporary erosion control devices following completion of all construction and final stabilization.

(d) The Association shall maintain the surface water management system for the Subdivision (including littoral zone planting, maintenance of littoral zone vegetation, removal of exotic and nuisance species from littoral zones and wetlands mitigation areas, any periodic dredging and silt removal from stormwater retention areas) in compliance with all applicable regulations of the City, SWFWMD, and other governmental authorities with jurisdiction over the Subdivision property.

(e) The Association shall provide all stormwater, hydroperiod, wetland mitigation, littoral zone planting, and wetland planted buffer monitoring data collection and reporting required by the City, SWFWMD, or other governmental authorities with jurisdiction over the Subdivision property.

(f) Nothing set forth herein this Article or the Declaration shall be construed to abrogate the Association's responsibility hereunder to operate and maintain the surface water management system of the Property in compliance with all applicable regulations of the City, SWFWMD, and other governmental authorities with jurisdiction over the Subdivision property. Any amendment to this Declaration that materially affects the interests of SWFWMD in and to the surfacewater management system facilities shall require the prior consent of SWFWMD.

(g) No fishing, swimming, wading or other recreational activities shall be permitted within any of the lakes or water within the Property, unless authorized by the Association.

(h) No owner of property within Cielo Subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and

drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District, Sarasota Regulation Department.

(i) Each Owner of a Lot within the Cielo Subdivision at the time of constructions of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management Department.

(j) The Association shall have the obligation to manage, monitor and provide reports regarding the surfacewater management system for the Subdivision as set forth herein this Declaration and this Article 10.13.

**10.14. Swimming Pools.** No above-ground swimming pools are permitted within the Subdivision. This provision does not prohibit hot tubs, therapy pools or hydro-spas when they are incorporated into improvements and approved by the ARC. The ARC may approve pools incorporated into improvements even though such pools may be above grade. All pools shall be enclosed and constructed to comply with applicable regulations and standards of governments having jurisdiction. All pools, enclosures, screening and caging shall be subject to Architectural Review.

**10.15. Utility Easements.** Easements for installation, maintenance, repair and replacement of utilities and drainage facilities are reserved and established as reflected on the recorded Plat of the Subdivision and as set forth herein the Declaration. Also, a ten (10) foot minimum utility easement will be located along all front Lot lines. Within those easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction, obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained by the Owner thereof except for those improvements and facilities for which the Association, or a public authority or utility company is responsible.

**10.16. Pool Cage Restrictions.** Any pool cages or other screened cages upon any Lot shall not exceed the height of the home and shall utilize materials and colors as approved by the ARC.

**10.17. Sidewalks.** Sidewalks may be installed on or abutting a Lot as required by approved site and construction plans for the Subdivision and the City's Code. If required, sidewalks shall be installed in accordance with the aforementioned plans and code and upon approval of the ARC. All costs and expenses for the installation of the sidewalk shall be paid by the Lot Owner. Following installation, such sidewalk shall be maintained by the Lot Owner at his expense, including but not limited

to, maintenance and repair, pressure washing, trimming of low overhanging tree branches and assuring landscaping and other items do not obstruct the sidewalk. In no event may a sidewalk be blocked or obstructed in anyway; no vehicles or other object may block, in whole or in part, a sidewalk. Sidewalks shall be kept clean and clear of any obstructions of any kind whatsoever.

**10.18. Reclaimed Effluent Irrigation System.** It shall be the responsibility of each Owner at the time of construction of a building, residence or structure, and at all times thereafter, to comply with the requirements, if any, of the City of Venice's Public Works Department, the Developer or the Association and to connect into any system for reclaimed effluent irrigation that may be installed in the future. In connection therewith, each Owner, at his sole cost and expense, shall install an effluent meter, backflow preventer, and such other equipment required for connection to the reclaimed effluent irrigation system. In the event the Declarant or the Association enter into any reclaimed water rights agreements with the City, or any third party, (hereinafter the "Reclaimed Water Agreements"), all Lot Owners do hereby consent to and appoint Declarant and/or the Association as their agent to execute any and all documents related thereto, including amendments to or assignments of the Reclaimed Water Agreements, which documents are deemed reasonably necessary in Declarant's and/or the Association' sole and absolute discretion, without any further consent, joinder or signatures necessary by the Lot Owners. Any and all costs of the Association associated with the connection to any reclaimed/reuse irrigation system shall be paid by all Lot Owners as an Assessment.

**10.19. Prohibition Against Further Subdivision.** Except as provided for herein, the Lots shall not be further subdivided, but Lot lines may be reconfigured, as set forth herein, without the requirement for re-platting. The prohibition against re-subdivision of any Lot shall not prevent the conveyance of several Lots and/or portions of Lot(s) to the Owner of a contiguous Lot to the end that platted Lot lines may be reconfigured without the need for re-platting. Upon any such conveyance, the parcel so created shall be deemed a "Lot" subject to the provisions hereof, as though originally platted as such. Where said Lots are combined or reduced and reconfigured as set forth herein, the outside boundaries of the building site (which building site is the newly configured Lot) shall automatically carry the reconfigured side Lot Line Easements (and any previously identified or platted Lot Line Easements shall be then automatically released without the need for re-platting). The Owner of the reconfigured Lot shall be solely responsible for reimbursement to the utility for any and all costs of relocating any existing facilities affected by the reconfiguration of the Lot. Notwithstanding anything to the contrary herein, (i) any easements granted to the City shall require the prior written consent of the City prior to removal or relocation; and (ii) any easements granted to a utility shall require the consent of the utility prior to relocation and further the relocation of such utility easement shall be at the Owner's expense. The Declarant reserves the right to reconfigure without the need for re-platting, or, at the Developer's option

to re-plat, any one or more Lots and adjacent Common Property to create a modified Lot or Lots, and/ or to decrease or combine Lots by reconfiguration as set forth herein with or without re-platting, in the Declarant's sole and absolute discretion, and to convey such combined or reduced Lots with reconfigured boundaries all as set forth herein. Notwithstanding anything to the contrary herein, nothing contained herein shall limit or impair, in anyway whatsoever, Declarant's rights to develop the Subdivision, including re-platting and reconfiguring Lots and Common Property as well as developing adjacent parcels and incorporating same into this Subdivision as a new plat, re-plat and/or new phase of the Subdivision.

**10.20. Conservation Easements.** The following acts and activities are expressly prohibited within the boundaries of the areas designated on the Plat as conservation Easements without the prior consent of the City; provided however, all construction, activities and use of the Conservation Easement consistent with the approved Preliminary and Final Site Plans and Construction Drawings for the Property shall be permitted uses of the Conservation Easement area without further consent by the City:

- a) Construction or placing of buildings, roads, signs, billboards or other advertising, or other structures on or above the ground.
- b) Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization.
- c) Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials.
- d) Removal, mowing, or trimming of trees, shrubs or other vegetation, except for permitted maintenance.
- e) Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface.
- f) Surface use except for purposes that permit the land or water areas to remain in its natural condition.
- g) Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.
- h) Acts or uses detrimental to such retention of land or water areas.
- i) Application of fertilizers, pesticides, or herbicides

**10.21 Signs.** No sign of any kind shall be displayed on any Lot except as follows:

a) Individual, ornamental house number and name plates may be displayed, provided their size, color, design, and location is approved by the ARC. Either Developer or the ARC may require the use of standard house number and name signage.

b) During the course of construction of a home on a Lot, a construction sign not exceeding four square feet identifying the builder may be displayed on the Lot. Such sign shall be promptly removed upon issuance of a Certificate of Occupancy by the City for the home.

c) Other signs may be displayed if such signs are approved by the Developer as to size, design, location and content.

**10.22 Temporary Structures.** No structure of a temporary character, whether a trailer, tent, shack, garage, barn or any other such building, shall be placed on any Lot, provided, however, a temporary construction trailer and/or a storage or out-building for materials and supplies may be used in connection with and during the construction of a dwelling provided that any such temporary structure shall be removed immediately from the Lot upon the completion of such construction.

**10.23 Completion of Construction and Repairs.** The construction of any new building or the repair of the exterior of any building damaged by fire or otherwise shall be completed with reasonable promptness.

**10.24 Sales Office of Declarant.** Notwithstanding anything in this Declaration to the contrary, Declarant may construct and maintain a sales office, together with any and all marketing signs relating thereto, on Lots and in the Common Property, including all street right of ways, of its choosing until such time as all of the Lots have been sold by Declarant. Declarant's sales office and marketing signs and location shall not be required to undergo Architectural Review. Declarant may maintain a garage sales office consisting of a garage with french doors facing the street, or such other sales office as Declarant deems appropriate in Declarant's sole and absolute discretion. In addition, Declarant may place sales and other promotional signs on all of the entrances, roadways and all other Common Property as Declarant may choose, until such time as all of the Lots have been sold by Declarant. For so long as Declarant or Initial Landowner owns or controls one (1) Lot in the Subdivision, at no time may the Association deny, limit or restrict access to the Subdivision in anyway to Declarant or any of its invitees, construction and development crews, sales and marketing personnel, or proposed customers; and if such access is ever denied, limited or restricted in any manner deemed harmful in Declarant's sole and absolute discretion, then Association shall immediately cure same to Declarant's immediate and complete satisfaction.

**10.25 Garage or Yard Sales.** No garage or yard sale, including any estate or similar sale conducted inside a Dwelling Unit, may be conducted on any Lot within the Subdivision without the prior written approval of the Association. The Association shall have the authority to prescribe reasonable rules and regulations for the conduct of any such sale, including, without limitation, rules regarding the manner of conducting such sales, permitted frequency, duration, hours and the type, size, location and number of signs advertising such sales. The Association may authorize a specific date or dates for garage and yard sales within the entire Subdivision, or any Neighborhood, and may limit garage or yard sales to those dates. The failure of an Owner to observe such rules and regulations shall be grounds for the Association to withhold its approval of any future sales by such Owner, as well as the imposition of fines or other sanctions as authorized in this Declaration.

**10.26 Easements & Lot Line Easements.** Easements shall be as set forth on any Plat for Cielo and as set forth herein this Declaration. All easements referenced herein this Declaration shall be in addition to all other easements as referenced on the Plats. All easements herein and on the Plat not specifically labeled as "public" shall be deemed private easements. Lot Line Easements are hereby reserved for the Declarant, its successors, assigns, agents and invitees, for access, ingress/egress, installation of utilities, and installation, construction and other uses associated with the development of the Subdivision, Common Property and adjacent Lots. Lot Line Easements shall be as identified on the Plats. Within those easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction, obstruct or retard the flow of water through drainage channels in the easements, or interfere with Declarant's construction of the Subdivision, adjacent Lots and Common Property; provided however, any structure, planting or other material placed within the Lot Line Easements by the Declarant and/or its Approved Builders shall be permitted. Prior to turnover, the Declarant, and after turnover, the Association, may make determinations as to whether any structure, planting or other material shall be permitted within the Lot Line Easements by examining its impacts on installed utilities within the Lot Line Easements and any detrimental interference with drainage within the Lot Line Easements. The easement area of each Lot and all improvements therein shall be maintained by the Owner, at Owner's sole cost and expense, except for those improvements and facilities for which the Association, or a public authority or utility company is responsible.

**10.27 Elevations.** All proposed building finished floor elevations are to be a minimum of eighteen ( 18) inches above the crown of the adjacent roadway or if within the 100-year flood plain, a minimum of one (1) foot above the 100-year flood elevation and comply with all other FEMA requirements. Any encroachment of the 100-year flood plain or flood way shall be mitigated in accordance with FEMA and the City's standards.

**10.28 Docks.** No boat docks, common boat dock or boat ramps are permitted within this Subdivision, and no boats, canoes, electric boats or watercraft of any nature or type shall be permitted on or within any of the Property or any lakes constructed thereon, unless located within an enclosed garage.

**10.29 Leases/Rentals.** No portion of a Lot or Unit (other than an entire Lot and Unit) may be rented. All leases shall be in writing and shall provide (or be automatically deemed to provide) that the Association shall have the right to terminate the lease in the name of and as agent for the lessor/landlord upon default by lessee/tenant in observing any of the provisions of this Declaration, as same may be amended, the Articles of Incorporation and By-Laws of the Association and its applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Subdivision or as administered by the Association. The leasing of Lots and Units shall also be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld and which shall be deemed given if the Association does not deny approval within fifteen ( 15) days of its receipt of a written request for approval together with a copy of the proposed lease and all supporting information reasonably requested by the Association. No Unit or Lot may be leased/rented for a term of less than six (6) consecutive months, nor more than twice per year, without (i) written approval of the ARC, which may be granted, withheld, or conditioned at its sole and absolute discretion, or (ii) specific written approval by the Declarant or Developer (which may be granted, withheld, or conditioned at its sole and absolute discretion), which written approval shall be recorded in the Public Records of Sarasota County, Florida; provided however, the provisions set forth herein shall not apply to the Developer's leasing of any Unit or Lot owned and/or controlled by Developer.

Owners wishing to lease their Lots and Units (i) shall be required to obtain and provide to the Association a contract for providing landscaping and irrigation services to the Lot or Unit, and (ii) may, if the Board so elects, be required to place in escrow with the Association a sum of up to \$500.00 which may be used by the Association to repair any damage to the Common Areas or other portions of the Subdivision resulting from acts or omissions of lessees/ tenants (as determined in the sole and absolute discretion of the Association). The Association shall not be required to pay or remit any interest on any such escrowed funds. The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum that is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the lessee/tenant. Any balance remaining in the escrow account, less an administrative charge not to exceed \$50.00 and exclusive of any interest retained by the Association, shall be returned to the Owner within sixty (60) days after the tenant vacates the Unit. It shall be the Owner's responsibility to require that its tenants comply with this Declaration and all rules and regulations of the Association.

**10.30. Awnings.** No awnings are permitted on any structures within the Lots unless approved by the ARC.

**10.31. Play Equipment.** No play equipment, tot lots or similar structures shall be permitted on the Lots unless approved by the ARC.

**10.32. Decks.** No decks shall be permitted unless approved by the ARC.

**10.33. Screened or Enclosed Porches.** All screened and/or enclosed porches shall be approved by the ARC.

**10.34. Storm Shutters.** Storm shutters may only be placed on a structure once a Storm Warning is issued by the appropriate governmental authority and shall not remain on the structure for more than seven (7) day after the storm event; provided however, clear storm shutters may remain on the structures for a reasonable period of time while the Lot Owner(s) is not present.

**10.35 Nature Trails.** Nature trails and boardwalks, if any, permitted and constructed within the Property shall be constructed in such a way to comply with any applicable Conservation Easements and approved site plans, and further, shall be constructed of such materials and in such a way as determined by Developer, in its sole and absolute discretion, to allow the land and water area below to remain predominantly in its natural condition.

**10.36 No Mining or Exploration.** No Owner shall permit or consent to any mining or exploration for oil, gas, minerals or the like on, within or under any Lot.

**10.37. Gate Transponders.** All transponders or similar devices (if any) used to operate any gates or fences on the Property shall be and remain the property of the Association. If applicable, each Lot may be provided two (2) transponders. Additional transponders may be provided at the Owner's request and expense. In the event an Owner loses, misplaces, destroys or damages the transponders, the Association shall charge the Owner all costs, including any administrative costs, associated with replacing the transponder. Transponders shall be surrendered to the Association by the Owner upon demand.

**10.38. Subdivision's Central Irrigation System & Mandatory Lot Irrigation System.**

(a) Water. The Association, for itself and its successors, transferees, designees and assignees, is hereby granted the exclusive ownership of, and right to control the use of all of the waters (surface and sub-surface) on, under, within, beneath, or in any way connected to or with the Property (excluding potable and reclaimed water

provided by a municipal or similar source), including, without limitation, (i) water located on the surface of the Property from time to time within any natural or man made feature, drainage, retention or stormwater ponds or lakes, (ii) water pumped onto or delivered to the Property by any natural causes, or any third party in any manner, and (iii) subsurface water located under or beneath the Property, including any portion thereof brought to the surface by pumps, natural or any other cause (hereinafter the "Water").

(b) Restrictions. No use of the Water may be made by any person or entity which acquires an interest in the Property, or any other person or entity without the Association's prior written consent, which consent may be withheld for any reason deemed sufficient by the Association; but provided however, for so long as Declarant and/ or Initial Landowner owns or controls at least one (1) Lot in the Subdivision for sale in the ordinary course of business, then Declarant may control and use the Water without Association's prior written consent.

(c) Easements. The Association and Declarant shall have easements for the benefit of the Association and Declarant, and their employees, subcontractors, successors, transferees, licensees, and assigns in, on, under, through or over all the Property in the Subdivision, as may be expedient or necessary for (i) access to and use of the Water as reserved herein and (ii) installing, operating and maintaining equipment, and ingress and egress to all of the Association's or Declarant's equipment, and connecting any water, or effluent water lines within the Property to additional properties, as may be brought under this Declaration by Declarant. The easements herein described shall be perpetual and at all times inure to the benefit of and be binding upon the Association, the Declarant, and all of their grantees and respective successors, transferees, designees, and assigns.

(d) Central Irrigation System and Lot Irrigation System. Each Lot is required to have an automated lawn irrigation system with either automated timers set to run on a schedule set by the Association or a central timer maintained by the Association (the "Lot Irrigation System"). The Lot Irrigation Systems shall be connected to the Central Irrigation System of the Subdivision, which Central Irrigation System is owned, operated and maintained by the Association. The Central Irrigation System is defined as the community master irrigation system supplying the Water for irrigation of all Property within the Subdivision. All costs incurred by the Association associated with paying for and/or providing irrigation water, facilities for irrigation and any and all maintenance of irrigation facilities shall be paid by Lot Owners as an Assessment. It is anticipated that the Central Irrigation System shall be connected to wells beneath the Property to be used for supplying the community's irrigation water. The Lot Irrigation System shall be installed and connected to the Central Irrigation System [and/or any City or County reuse/reclaimed irrigation lines (if available and applicable)] at the time of original construction of Lot improvements at the cost and expense of the Owner of such

Lot, and the Lot Irrigation System shall be maintained by each Lot Owner at his sole cost and expense. The design and specification of materials used for the Lot Irrigation System and its connection to the Central Irrigation System for each particular Lot shall be as specified and approved by the Declarant and after Turnover by the Association. In order to ensure the efficient operation of the Central Irrigation System and the individual Lot Irrigation Systems, the timer settings for each individual Lot Irrigation System (if applicable) shall be set in accordance with a watering schedule as established by the Association, which schedule shall be adjusted from time to time in the Association's sole and absolute discretion; or if the Declarant so elects, the Lot Irrigation Systems may be connected to a central timer maintained by the Association instead of having individual timers. All Lot Owners shall abide by all rules, regulations and specifications of the Association by setting the timers of the Lot Irrigation System in accordance with the Association's guidelines and maintaining same in a good and proper working order. All costs and expenses of the Association associated with the use, in any way, of the Central Irrigation System, including the use of Water supplied to any of the Property shall be included in the budget of the Association as an Assessment. The respective obligations for maintenance, repair and replacement of the Central Irrigation System and the Lot Irrigation Systems shall be as follows:

(i) All components of the Central Irrigation System not located within a Lot up to the point of connection to each Lot (but not including the separate Lot Irrigation Systems of the Lot Owners on their respective Lots) shall be owned and maintained by the Association; provided, however, the Owner of a Lot shall do nothing to interfere with the operation of the Central Irrigation System, and shall be liable to the Association for any damage to the Central Irrigation System caused by the willful acts or negligence of such Owner, his tenants and their respective families, guests, contractors, licensees and invitees. The Declarant and the Association, and their employees, subcontractors, and agents, shall have the right to enter upon any Lot to (i) monitor and set Lot Irrigation System timers; and (ii) inspect, maintain, repair and replace portions of the Central Irrigation System on such Lot, and shall have the right to relocate such installations from time to time.

(ii) All components of the Lot Irrigation System and automatic timers up to the point of connection to the Central Irrigation System shall be regularly and properly maintained, repaired and replaced at the sole cost and expense of the Owner of such Lot.

**10.39. Compliance with Site Plans, Construction Drawings and Other Development Approvals.** The Association and all Lot Owners shall comply with any and all approved site plans, construction drawings, development approvals,

permits, authorizations and the like (the "Permits") affecting the Subdivision in anyway, including but not limited to, required participation in any shared maintenance obligations as may be required by and set forth in the Permits requiring the Association and Lot Owners to share and participate in any costs, expenses and obligations for shared maintenance of properties owned by third parties adjacent to the Subdivision, including roadway and utility participation agreements.

## Section – A.03 City of Venice

To ensure that you are viewing the most current City of Venice building codes, please check their website: [www.VeniceGov.com](http://www.VeniceGov.com)

**City of Venice**  
**401 W. Venice Avenue, Venice Florida 34285**  
**Phone: 941-486-2626 / Fax: 941-486-2448**

### **Building Permit Requirement Guidelines** **When is a building permit required?**

**Florida Building Code 2020 – Building, Section 105.1 Required.** Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

Some examples of when a permit IS required:

1. Any construction which alters the size or occupancy of a building.
2. Construction, alteration, or replacement of any exterior walls.
3. Enclosing existing carports, porches and screen rooms for any purpose.
4. Construction of any raised deck attached or detached, with or without a roof.
5. Replacement of columns, beams, joists, rafters, or any other structural component.
6. Replacement of wall, floor, or roof sheathing exceeding 32 sqft.
7. Repair and replacement of interior or exterior stairs and/or guardrails.
8. Electrical, plumbing, or air-conditioning when altering, adding to, or deleting from the system.
9. Interior remodels, load bearing and non-load bearing walls, alterations or replacements.
10. Replacement of windows, doors, garage doors or skylights in existing or altered wall openings.
11. Hurricane shutters, awnings, and tents (w/electrical permit for power operated units).
12. Roofing, replacement of any roofing component (more than 1 square).
13. Replacement of fascia, soffit and siding.
14. Masonry or engineered styrofoam privacy walls or fences with any masonry components.
15. Dock, boatlift, seawall, or bulkhead installation or repair.
16. Fire repairs of any type or scope.
17. Storage or utility sheds (all types, materials, and sizes).

18. Motorized or electric gates.
19. Water heaters.
20. Tiki huts.

**Florida Building Code 2020 – Building, Section 105.2 Work exempt from permit.**

Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code.

Permits shall NOT be required for the following:

1. Portable heating, ventilation or cooling appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
3. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
4. Portable evaporative cooler.
5. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.
6. The installation, replacement, removal or metering of any load management control device.
7. The stopping of leaks in drains, water, soil, waste or vent pipe (except for DWV lining) provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
8. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve replacement or rearrangement of valves, pipes or fixtures.
9. Painting.
10. Rescreening.
11. Re-stucco.
12. Wallpaper and other wall coverings (Except for Assembly, Day Care, and Institutional Occupancies).
13. Floor and wall tile.
14. Carpeting.
15. Replacing kitchen cabinets (Unless changes to the wall or counter configuration on which electrical and/or plumbing are within the scope of work).
16. Decks and patios directly on grade and without footings.
17. Small, incidental roof leak repairs (Less than 1 Square).

Issuance of a building permit is NOT a license to exceed the scope of Work listed on the permit application. Any change to the scope of work must first be approved by plan changes submitted to the building department for review and approval.

The following construction related work CAN be performed in the City of Venice without holding a contractor's license:

- Wallpaper and other wall coverings (except for assembly, day care, and institutional occupancies).
- Floor and wall tile, rugs, carpeting or wood floor installation
- Painting (except when advertised as water proofing)
- Re-stucco
- Replacing kitchen cabinets or countertops only (except when there is a re-configuration of space)
- Deck or patios on grade without footers (non-buildable slab)
- Safety grab bars in bathrooms
- Re-screening

## Tree Regulation Information

The City of Venice has long recognized the importance of trees and green space within the community. The preservation of trees and native plant communities sustains and enhances the overall quality of life, health and economic development of a community. Tree conservation provides positive impacts toward local climate, stormwater runoff, wind buffering, air quality, wildlife habitat and property values.

A copy of Chapter 118, the Tree Code is available by request from the city arborist. The following are some important points for homeowners:

### THREE TYPES OF PROTECTED TREES

**Protected Trees** are any native tree that measures four (4) inches diameter and larger measured fifty-four (54) inches above grade (DBH); and Sabal Palms with 6 feet of clear trunk; and trees planted as part of an approved tree permit.

**Heritage Trees** are native trees that measure thirty (30) inches in diameter and larger measured fifty-four (54) inches above grade (DBH) or a multi-trunk native tree where the sum of the individual trunk diameters combines to equal forty-five (45) inches or greater, measured at DBH.

**Venetian Trees** are native and non-native trees designated by Venice City Council as having significance, desirability or utility to the community. Designated trees will be protected by the city.

### PERMIT REQUIREMENTS

- Single family zoned lots of 1/2 acre or less are exempt from Chapter 118, the tree Code except for the following:
- Removal of Heritage Trees, Venetian Trees, and Canopy Road Trees requires a tree removal permit.
- Pruning a branch that is 10 inches in diameter and larger measured 12 inches from the branch union from a Heritage or Venetian Tree requires a permit.
- Pruning a branch that is 2 inches in diameter and larger within a Canopy Road Protection Zone (CRPZ) requires a tree permit and must be supervised by a Certified Arborist.

**Section – A.04 Florida Statutes**

**To ensure that you are viewing the most current Florida Statutes, please check their website: [Chapter 720 - 2023 Florida Statutes - The Florida Senate](#)**

**720.3035 Architectural control covenants; parcel owner improvements; rights and privileges.—**

(1)(a) The authority of an association or any architectural, construction improvement, or other such similar committee of an association to review and approve plans and specifications for the location, size, type, or appearance of any structure or other improvement on a parcel, or to enforce standards for the external appearance of any structure or improvement located on a parcel, shall be permitted only to the extent that the authority is specifically stated or reasonably inferred as to such location, size, type, or appearance in the declaration of covenants or other published guidelines and standards authorized by the declaration of covenants. An association or any architectural, construction improvement, or similar committee of an association must reasonably and equitably apply and enforce on all parcel owners the architectural and construction improvement standards authorized by the declaration of covenants or other published guidelines and standards authorized by the declaration of covenants.

(b) An association or any architectural, construction improvement, or other such similar committee of an association may not enforce or adopt a covenant, rule, or guideline that:

1. Limits or places requirements on the interior of a structure that is not visible from the parcel's frontage or an adjacent parcel, an adjacent common area, or a community golf course.
2. Requires the review and approval of plans and specifications for a central air-conditioning, refrigeration, heating, or ventilating system by the association or any architectural, construction improvement, or other such similar committee of an association, if such system is not visible from the parcel's frontage, an adjacent parcel, an adjacent common area, or a community golf course and is substantially similar to a system that is approved or recommended by the association or a committee thereof.

(2) If the declaration of covenants or other published guidelines and standards authorized by the declaration of covenants provides options for the use of material, the size of the structure or improvement, the design of the structure or improvement, or the location of the structure or improvement on the parcel, neither the association nor any architectural, construction improvement, or other such similar committee of the association shall restrict the right of a parcel owner to select from the options provided in the declaration of covenants or other published guidelines and standards authorized by the declaration of covenants.

(3) Unless otherwise specifically stated in the declaration of covenants or other published guidelines and standards authorized by the declaration of covenants, each parcel shall be deemed to have only one front for purposes of determining the required front setback even if the parcel is bounded by a roadway or other easement on more than one side. When the declaration of covenants or other published guidelines and standards authorized by the declaration of covenants do not provide for specific setback limitations, the applicable county or municipal setback limitations shall apply, and neither the association nor any architectural, construction improvement, or other such similar committee of the association shall enforce or attempt to enforce any setback limitation that is inconsistent with the applicable county or municipal standard or standards.

(4)(a) Each parcel owner is entitled to the rights and privileges set forth in the declaration of covenants or other published guidelines and standards authorized by the declaration of covenants concerning the architectural use of the parcel, and the construction of permitted structures and improvements on the parcel. Such rights and privileges may not be unreasonably infringed upon or impaired by the association or any architectural, construction improvement, or other such similar committee of the association. If the association or any architectural, construction improvement, or other such similar committee of the association denies a parcel owner's request or application for the construction of a structure or other improvement on a parcel, the association or committee must provide written notice to the parcel owner stating with specificity the rule or covenant on which the association or committee relied when denying the request or application and the specific aspect or part of the proposed improvement that does not conform to such rule or covenant.

(b) If the association or any architectural, construction improvement, or other such similar committee of the association should unreasonably, knowingly, and willfully infringe upon or impair the rights and privileges set forth in the declaration of covenants or other published guidelines and standards authorized by the declaration of covenants, the adversely affected parcel owner is entitled to recover damages caused by such infringement or impairment, including any costs and reasonable attorney fees incurred in preserving or restoring the rights and privileges of the parcel owner set forth in the declaration of covenants or other published guidelines and standards authorized by the declaration of covenants.

(5) Neither the association nor any architectural, construction improvement, or other such similar committee of the association shall enforce any policy or restriction that is inconsistent with the rights and privileges of a parcel owner set forth in the declaration of covenants or other published guidelines and standards authorized by the declaration of covenants, whether uniformly applied or not. Neither the association nor any architectural, construction improvement, or other such similar committee of the association may rely upon a policy or

restriction that is inconsistent with the declaration of covenants or other published guidelines and standards authorized by the declaration of covenants, whether uniformly applied or not, in defense of any action taken in the name of or on behalf of the association against a parcel owner.

(6)(a) To protect the health, safety, and welfare of the people of the state and to ensure uniformity and consistency in the hurricane protection installed by parcel owners, this subsection applies to all homeowners' associations in the state, regardless of when the community was created. The board or any architectural, construction improvement, or other such similar committee of an association must adopt hurricane protection specifications for each structure or other improvement on a parcel governed by the association. The specifications may include the color and style of hurricane protection products and any other factor deemed relevant by the board. All specifications adopted by the board must comply with the applicable building code.

(b) Notwithstanding any other provision in the governing documents of the association, the board or any architectural, construction improvement, or other such similar committee may not deny an application for the installation, enhancement, or replacement of hurricane protection by a parcel owner which conforms to the specifications adopted by the board or committee. The board or committee may require a parcel owner to adhere to an existing unified building scheme regarding the external appearance of the structure or other improvement on the parcel.

(c) For purposes of this subsection, the term "hurricane protection" includes, but is not limited to, roof systems recognized by the Florida Building Code which meet ASCE 7-22 standards, permanent fixed storm shutters, roll-down track storm shutters, impact-resistant windows and doors, polycarbonate panels, reinforced garage doors, erosion controls, exterior fixed generators, fuel storage tanks, and other hurricane protection products used to preserve and protect the structures or improvements on a parcel governed by the association.

History.—s. 11, ch. 2007-173; s. 1, ch. 2024-205; s. 5, ch. 2024-221.

**720.304 Right of owners to peaceably assemble; display of flags; SLAPP suits prohibited.—**

(1) All common areas and recreational facilities serving any homeowners' association shall be available to parcel owners in the homeowners' association served thereby and their invited guests for the use intended for such common areas and recreational facilities. The entity or entities responsible for the operation of the common areas and recreational facilities may adopt reasonable rules and regulations pertaining to the use of such common areas and recreational facilities. No entity or entities shall unreasonably restrict any parcel owner's right to peaceably

assemble or right to invite public officers or candidates for public office to appear and speak in common areas and recreational facilities.

(2)(a) If any covenant, restriction, bylaw, rule, or requirement of an association prohibits a homeowner from displaying flags permitted under this paragraph, the homeowner may still display in a respectful manner up to two of the following portable, removable flags, not larger than 4 1/2 feet by 6 feet:

1. The United States flag.
2. The official flag of the State of Florida.
3. A flag that represents the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard.
4. A POW-MIA flag.
5. A first responder flag. A first responder flag may incorporate the design of any other flag permitted under this paragraph to form a combined flag. For purposes of this subsection, the term “first responder flag” means a flag that recognizes and honors the service of any of the following:
  - a. Law enforcement officers as defined in s. 943.10(1).
  - b. Firefighters as defined in s. 112.191(1).
  - c. Paramedics or emergency medical technicians as those terms are defined in s. 112.1911(1).
  - d. Correctional officers as defined in s. 943.10(2).
  - e. 911 public safety telecommunicators as defined in s. 401.465(1).
  - f. Advanced practice registered nurses, licensed practical nurses, or registered nurses as those terms are defined in s. 464.003.
  - g. Persons participating in a statewide urban search and rescue program developed by the Division of Emergency Management under s. 252.35.
  - h. Federal law enforcement officers as defined in 18 U.S.C. s. 115(c)(1).

(b) Regardless of any covenants, restrictions, bylaws, rules, or requirements of the association, a homeowner may erect a freestanding flagpole no more than 20 feet high on any portion of the homeowner’s real property as long as the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The homeowner may further display in a respectful manner from that flagpole one official United States flag, not larger than 4 1/2 feet by 6 feet, and may additionally display one other flag permitted under paragraph (a).

Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and locational criteria contained in the governing documents.

(c) This subsection applies to all community development districts and homeowners' associations, regardless of whether such homeowners' associations are authorized to impose assessments that may become a lien on the parcel.

(3) Any owner prevented from exercising rights guaranteed by subsection (1) or subsection (2) may bring an action in the appropriate court of the county in which the alleged infringement occurred, and, upon favorable adjudication, the court shall enjoin the enforcement of any provision contained in any homeowners' association document or rule that operates to deprive the owner of such rights.

(4) It is the intent of the Legislature to protect the right of parcel owners to exercise their rights to instruct their representatives and petition for redress of grievances before the various governmental entities of this state as protected by the First Amendment to the United States Constitution and s. 5, Art. I of the State Constitution. The Legislature recognizes that "Strategic Lawsuits Against Public Participation" or "SLAPP" suits, as they are typically called, have occurred when members are sued by individuals, business entities, or governmental entities arising out of a parcel owner's appearance and presentation before a governmental entity on matters related to the homeowners' association. However, it is the public policy of this state that government entities, business organizations, and individuals not engage in SLAPP suits because such actions are inconsistent with the right of parcel owners to participate in the state's institutions of government. Therefore, the Legislature finds and declares that prohibiting such lawsuits by governmental entities, business entities, and individuals against parcel owners who address matters concerning their homeowners' association will preserve this fundamental state policy, preserve the constitutional rights of parcel owners, and assure the continuation of representative government in this state. It is the intent of the Legislature that such lawsuits be expeditiously disposed of by the courts.

(a) As used in this subsection, the term "governmental entity" means the state, including the executive, legislative, and judicial branches of government, the independent establishments of the state, counties, municipalities, districts, authorities, boards, or commissions, or any agencies of these branches which are subject to chapter 286.

(b) A governmental entity, business organization, or individual in this state may not file or cause to be filed through its employees or agents any lawsuit, cause of action, claim, cross-

claim, or counterclaim against a parcel owner without merit and solely because such parcel owner has exercised the right to instruct his or her representatives or the right to petition for redress of grievances before the various governmental entities of this state, as protected by the First Amendment to the United States Constitution and s. 5, Art. I of the State Constitution.

(c) A parcel owner sued by a governmental entity, business organization, or individual in violation of this section has a right to an expeditious resolution of a claim that the suit is in violation of this section. A parcel owner may petition the court for an order dismissing the action or granting final judgment in favor of that parcel owner. The petitioner may file a motion for summary judgment, together with supplemental affidavits, seeking a determination that the governmental entity's, business organization's, or individual's lawsuit has been brought in violation of this section. The governmental entity, business organization, or individual shall thereafter file its response and any supplemental affidavits. As soon as practicable, the court shall set a hearing on the petitioner's motion, which shall be held at the earliest possible time after the filing of the governmental entity's, business organization's, or individual's response. The court may award the parcel owner sued by the governmental entity, business organization, or individual actual damages arising from the governmental entity's, individual's, or business organization's violation of this section. A court may treble the damages awarded to a prevailing parcel owner and shall state the basis for the treble damages award in its judgment. The court shall award the prevailing party reasonable attorney's fees and costs incurred in connection with a claim that an action was filed in violation of this section.

(d) Homeowners' associations may not expend association funds in prosecuting a SLAPP suit against a parcel owner.

(5)(a) Any parcel owner may construct an access ramp if a resident or occupant of the parcel has a medical necessity or disability that requires a ramp for egress and ingress under the following conditions:

1. The ramp must be as unobtrusive as possible, be designed to blend in aesthetically as practicable, and be reasonably sized to fit the intended use.
2. Plans for the ramp must be submitted in advance to the homeowners' association. The association may make reasonable requests to modify the design to achieve architectural consistency with surrounding structures and surfaces.

(b) The parcel owner must submit to the association an affidavit from a physician attesting to the medical necessity or disability of the resident or occupant of the parcel requiring the access ramp. Certification used for s. 320.0848 shall be sufficient to meet the affidavit requirement.

(6) Any parcel owner may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the home.

History.—s. 36, ch. 92-49; s. 51, ch. 2000-258; s. 1, ch. 2002-50; s. 19, ch. 2004-345; s. 16, ch. 2004-353; s. 1, ch. 2008-45; s. 23, ch. 2010-174; s. 19, ch. 2022-183; s. 121, ch. 2023-8; s. 2, ch. 2023-64.

Note.—Former s. 617.304.

**720.3045 Installation, display, and storage of items.—Regardless of any covenants, restrictions, bylaws, rules, or requirements of an association, and unless prohibited by general law or local ordinance, an association may not restrict parcel owners or their tenants from installing, displaying, or storing any items on a parcel which are not visible from the parcel’s frontage or an adjacent parcel, an adjacent common area, or a community golf course, including, but not limited to, artificial turf, boats, flags, vegetable gardens, clotheslines, and recreational vehicles.**

History.—s. 3, ch. 2023-64; s. 6, ch. 2024-221.

**163.04 Energy devices based on renewable resources.—**

(1) Notwithstanding any provision of this chapter or other provision of general or special law, the adoption of an ordinance by a governing body, as those terms are defined in this chapter, which prohibits or has the effect of prohibiting the installation of solar collectors, clotheslines, or other energy devices based on renewable resources is expressly prohibited.

(2) A deed restriction, covenant, declaration, or similar binding agreement may not prohibit or have the effect of prohibiting solar collectors, clotheslines, or other energy devices based on renewable resources from being installed on buildings erected on the lots or parcels covered by the deed restriction, covenant, declaration, or binding agreement. A property owner may not be denied permission to install solar collectors or other energy devices by any entity granted the power or right in any deed restriction, covenant, declaration, or similar binding agreement to approve, forbid, control, or direct alteration of property with respect to residential dwellings and within the boundaries of a condominium unit. Such entity may determine the specific location where solar collectors may be installed on the roof within an orientation to the south or within 45° east or west of due south if such determination does not impair the effective operation of the solar collectors.

(3) In any litigation arising under the provisions of this section, the prevailing party shall be entitled to costs and reasonable attorney’s fees.

(4) The legislative intent in enacting these provisions is to protect the public health, safety, and welfare by encouraging the development and use of renewable resources in order to conserve and protect the value of land, buildings, and resources by preventing the adoption of measures which will have the ultimate effect, however unintended, of driving the costs of owning and operating commercial or residential property beyond the capacity of private owners to maintain. This section shall not apply to patio railings in condominiums, cooperatives, or apartments.

History.—s. 8, ch. 80-163; s. 1, ch. 92-89; s. 14, ch. 93-249; s. 1, ch. 2008-191; s. 3, ch. 2008-227.

### **Section – A.05 List of Approval Conditions**

Most of the ARC requests will come with some kind of conditions tied to the approval. This is the list of conditions used and it is constantly being updated.

- Plantings must be from the approved plant list in the Architectural Guidelines & Standards. Street trees cannot be removed or replaced. If declining it must be replaced with the same species of tree per county guidelines. Plantings cannot affect drainage easements or utility easements. If grading becomes an issue this is on the homeowner to fix. The electric box may have separate guidelines for plantings around box. Homeowners must request permission and guidelines for plantings from electric company before planting. All plantings must follow county guidelines and permitting. Plantings placed in utility easements are subject to disturbance by utility companies not under the control of the association. Restoration of these disturbances is the responsibility of the homeowner.
- Generators are to be used for emergency purposes only when commercial electrical power is not available. Generators may be operated once a week for test and maintenance purposes, but no longer than 15 minutes and only on weekdays between the hours of 10am and 2pm. Installations must comply with the state and city regulations. The generator must be installed professionally. It must be plumbed by a licensed plumber and electrically connected by a licensed electrician. The generator must be located 5 feet from any door or window opening, and at least 10 feet from neighbors. Sounds levels produced by the generator may not be greater than 72 db at 23 feet while operating at full load. A county permit is required.
- All leases and rentals must be in writing and shall provide that the association shall have the right to terminate the lease in the name of the agent for the lessor/landlord upon

default by lessee/tenant in observing any part of the declaration same may be amended, the Articles of Incorporation and by-laws of the association and its applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the subdivision or as administered by the association. No unit or lot may be leased/rented for a term less than 6 months consecutive months, nor more than twice a year. The owner must submit a check for \$500 which may be used by the association to repair any damage to common area or other portions of the subdivision resulting from acts of omissions of lessees/tenants. The owner will be jointly and severally liable with the tenant for any excess with the sum that is required by the Association to affect such repairs to damage or to pay any claim for injury or damage to property. Please see governing documents for more information regarding deposits. The owner takes full responsibility for tenants. Owner's amenities will be transferred to lessees/tenants for duration of the lease. Once the lease expires privileges will be reverted back to homeowner.

- The fence will consist of an approved 4' height bronze aluminum fence with 48" width matching gates. The fence must follow fence design from Architectural Guidelines and Standards. The fence cannot block or interfere with drainage easements or utility easements: the fence must have a 30 (thirty) foot setback from the front corner of the shortest side of the dwelling. The fence must be parallel to the rear property line. No double fencing is allowed. No partial fences are allowed. Fencing placed in utility easements is subject to disturbance by utility companies that are not under the control of association. Restoration of these disturbances is the responsibility of the homeowner.
- Satellite dishes over 18 inches are not permitted. Satellite dishes are not allowed on roofs or on the front of the home and shall not be visible from the street. They must be buffered by landscaping from the approved plant list and cannot affect drainage and utility easements.
- Brackets may be attached to the house or garage to hold a pole for a flag, which is no longer than 4 ½ feet by 6 feet. The American flag must be flown in accordance with federal statutes.
- Plantings to buffer cages must be from the approved plant list. The homeowner is responsible for any grading issues after a pool is installed. The pool cannot affect drainage and utility easement, and equipment cannot be placed near a neighbor's

windows. Homeowners must obtain all county permits to install a pool. The cage must be bronze aluminum.

- Solar panels and piping shall blend architecturally with the roof of the home, and it is suggested that they be placed on rear-facing rooflines unless location conflicts with the efficiency of the product.
- Retractable screen door framing must match the window frame color of the home.
- Swimming pools must be installed in the ground. The pool must have a cage with bronze aluminum framing. The homeowner is responsible for any grading issues after the pool is installed. Pool cannot affect drainage and utility easement. Pool equipment cannot be placed near a neighbor's window. Plantings must be from the approved list and must buffer the sides and back of cage. Homeowners must obtain all county permits to install the pool. The pool must comply with all county regulations and permits.
- Extended lanais must have all necessary permits. The cage must be bronze aluminum with charcoal screening. The homeowner is responsible for grading issues. The lanai cannot affect drainage or utility easements. Plantings for screening must be from the approved plant list.
- Hurricane shutters may only be placed on a structure once a storm warning is issued by the appropriate government authority and shall not remain on the structure for more than seven days after the storm event: however clear storm shutters may remain on the structure for a reasonable period of time while the homeowner is/are not present. Shutters must match the window trim.
- Gutters must be musket, dark brown or similar color and cannot affect any drainage easements.
- The homeowner is responsible for grading issues. Extended slab cannot affect drainage or utility easements. Irrigation removal is homeowner's responsibility.
- Roll-down hurricane shutter fabric may only be in active position on a structure once a storm warning is issued by the appropriate government authority and shall not remain in active position on the structure for more than seven days after the storm event. Shutter housing, rails, tracks, hardware, etc. must match window trim.

- Driveways can only be extended on both sides of garage, using the same material as the driveway. The only exception is the widest part of the bib at the very end of the driveway. The angle of the bib must remain the same and equal to the width of the driveway extension.
- River rock must be medium size and earth tone in color. Edging is required along all grass edges.
- A list of plants and pictures of river rock being used must be submitted to the ARC for review.
- All light sources should be white (no colored lights) and no spillover of lights should occur on neighboring properties. Lighting should be shielded to conceal glare. Tree up-lighting should be concealed in shrubs. Bollard lighting must not have a height that exceeds 18 inches in height and the fixture must be bronze in color. The light bulb must be constant white in color and not exceed 15 watts.
- All roof vents, plumbing stacks and flashing should closely match the color of surrounding materials and are encouraged to be located behind the main ridgeline.

## **Section – A.06 Frequently Asked Questions**

### **When do I need to get ARC approval?**

Any changes to the exterior of the home must be submitted to the ARC, and approval received in writing before initiating any change to your home. This includes landscaping, replanting and/or changes. The only exception is mulch replenishment. Refer to section 4.06 to ensure the criteria are met. When in doubt contact the ARC committee at [Cielo.ARC.Committee@gmail.com](mailto:Cielo.ARC.Committee@gmail.com).

### **How often does the Architecture Committee meet?**

The ARC committee meets on the last Wednesday of every month except for November and December; the committee meets on the third Wednesday for those months. Meetings are open to the public and notices are posted by the mailboxes and on Cielo Portal (FRONTSTEP) 48 hours before the meeting.

### **How long does it take to get notified of the ARC request results?**

You will receive an email from Cielo Portal the day after the meeting notifying you of the results. A formal letter will be sent a few weeks after the meeting from Associa, our property management company.

**What do I do if I have completed a project and did not get ARC approval?** Fill out an ARC request form describing what was done and provide pictures of the work that had been performed. In the description, state that this is a post install. Submit the request through Cielo Portal (FRONTSTEP).

**How do I know what documentation is needed?** Review section 5.01. If you are still not sure, then contact the ARC committee at Cielo.ARC.Committee@gmail.com.

**Do I need to attend the ARC meeting?** Attendance is not required, but depending on the type of project, your attendance may make the difference between approval and denial if questions or objections arise.

**When is a deposit required with the ARC request?** All pool and lanai cage requests will need a deposit. If the project involves using any common grounds or your neighbor's yard for equipment to access your backyard and any modification to the sprinkler system, it will require a deposit. If you are not sure, then contact the ARC committee at Cielo.ARC.Committee@gmail.com.

**When do I need to provide property access forms?** All pool and lanai cage requests will need signed property access forms from your neighbors. Anytime your project will require your neighbor's yard to gain access to your backyard you will need signed property access forms from each neighbor.

## **Section – A.06 Useful Websites and Email Addresses**

### **Websites:**

Communique Association Management

[www.communiquemgmt.com](http://www.communiquemgmt.com)

click: Association Website

click: Cielo Neighborhood Association

Resident Portal Login

<https://cieloneighborhood.frontsteps.com>

Atlas of Florida Plants

[Home page / Plant Atlas](#)

Sarasota County – Building

[Building | Sarasota County, FL](#)

Florida – Division of Corporations

[Search Records - Division of Corporations - Florida Department of State](#)

South Florida Plant Guide

[Guide to Florida Landscape Plants for the southern half of the Sunshine State](#)

Florida Statute 720

[Chapter 720 - 2023 Florida Statutes - The Florida Senate](#)

City of Venice

[Venice, FL | City of Venice, FL Home](#)

**Cielo HOA email addresses:**

President - [cielo.hoa.president@gmail.com](mailto:cielo.hoa.president@gmail.com)

Vice President - [cielo.hoa.vp@gmail.com](mailto:cielo.hoa.vp@gmail.com)

Secretary - [cielo.hoa.secretary@gmail.com](mailto:cielo.hoa.secretary@gmail.com)

ARC Committee - [cielo.arc.committee@gmail.com](mailto:cielo.arc.committee@gmail.com)

Engagement Committee - [cieloengagementmaggie@gmail.com](mailto:cieloengagementmaggie@gmail.com)

**Communique Association Management**

[Accounting@communiquemgmt.com](mailto:Accounting@communiquemgmt.com)

For accounting questions or concerns

[Admin@communiquemgmt.com](mailto:Admin@communiquemgmt.com)

For misc. items with your unit/common areas

[Support@communiquemgmt.com](mailto:Support@communiquemgmt.com)

For concerns related to the Resident Portal

[Maureen@communiquemgmt.com](mailto:Maureen@communiquemgmt.com)

For concerns needing direct management attention

**Other email addresses:**

City of Venice – Jim Yelverton Tree Program administrator/City Arborist

[jyelverton@venicefl.gov](mailto:jyelverton@venicefl.gov)