

VENETIAN POINTE HOMEOWNER REFERENCE

Architectural Guidelines

Use Restrictions

Common Area Rules & Regulations

EFFECTIVE DATE March 1, 2023



COVENANTS, CONDITIONS, AND RESTRICTIONS OF VENETIAN POINTE

ARTICLE VIII SECTION 1 ARCHITECTURAL CONTROL

The Association, through its Board of Directors, may issue rules or guidelines setting forth procedures for the submission of plans for approval. The Architectural Review Committee has been assigned this responsibility under Section 6.

ARCHITECTURAL GUIDELINES

The Venetian Pointe Homeowners Association (HOA) Board of Directors with the assistance of the Venetian Pointe Architectural Review Committee (the “ARC”), is pleased to present the Architectural Guidelines for consideration by the Venetian Pointe Community. These guidelines give residents a consistent standard to follow as the foundation to use in planning any exterior changes to your property.

We anticipate that this document helps continue to build a community that will allow freedom for individual tastes, while maintaining the overall aesthetic tone of a vibrant, engaged, supportive and welcoming neighborhood.

Please retain this copy as part of your permanent papers to refer to now and in the future.

These guidelines should also be made available to prospective buyers of your home.

Please read and follow these guidelines. Written approval from the ARC is required prior to the start of any exterior changes except for those listed and is also required by Lee County before any permits will be issued. Do not commit to labor or materials until you have received this written approval.

The ARC has the exclusive right to approve or deny plans, at its sole discretion. Absent an approval from the ARC the proposed alteration or improvement may not be commenced. ARC decisions may be appealed to the Board of Directors if a homeowner disagrees with an ARC decision.

Please direct your questions regarding these guidelines to The Venetian Pointe ARC.

The Venetian Pointe Homeowners Association Board of Directors reserves the right to modify or amend these guidelines from time to time as it deems desirable or necessary.

Sincerely,

The Venetian Pointe Homeowners Association Board of Directors Application

Guidelines

Item Examples that need an ARC Application:

- Awnings over windows
- Decorative Curbing / Flower Bed Retainers
- Driveway work (Except clear sealing)
- Fence
- Fence Enclosure (Around Garbage Containers, Pool Pumps etc.)
(Language underlined above effective March 1 2023)
- Flagpole
- Front Door Glass addition
- Front Door Screen addition
- Garage Door Screen addition
- Generator
- Gutter Installation
- Hot Tub
- Irrigation Modifications to the current sprinkler system structure
- Knox Box-Residential Rapid Access System
(Language underlined above effective March 1 2023)
- Lanai Extension
- Landscaping addition
- Landscape Lighting 12 or 110 volt
- Painting to the Exterior
- Paver addition
- Patio addition
- Plantings (new additions)
- Pool Addition

- Pool Enclosure
- Roof (Language underlined above effective March 1 2023)
- Satellite Dish
- Solar Collectors
- Trees addition
- Tree removal (Buttonwood)

Item Examples that need a Lee County Permit:

- Fence
- Generator
- Gutter Installation
- Hot Tub Installed permanently
- Hurricane Shutters
- Lanai Extension
- Pool Addition
- Pool Enclosure
- Roof (Language underlined above effective March 1 2023)
- Solar Collector
- Storm Shutters
- Windows

I. PURPOSE AND POLICY

In a planned community such as Venetian Pointe, the question naturally arises as to how to maintain a harmonious feel as the community matures. The following guidelines attempt to provide a meeting ground between private interests and the broader interest of the Venetian Pointe Community as a whole. As such, the Venetian Pointe Architectural Guidelines are intended to serve as a consistent set of guidelines and the foundation for planning exterior changes to the properties in Venetian Pointe. These guidelines are developed to better understand the Covenants, Conditions and Restrictions (CC&R) of Venetian Pointe. This document does not replace or supersede the CC&R. The Venetian Pointe CC&R are the legal and binding authority and take precedence over any of the following

stated guidelines. For items not specifically mentioned in this document, please refer to the CC&R.

Article VIII of the Venetian Pointe Covenants requires the prior written approval by the ARC for any exterior change, addition, or alteration to any property.

No improvement, or alteration of any kind, including, but not limited to, a fence, wall, or other addition, structure, or equipment (including landscaping, antennas, awnings, and shutters) shall be installed, painted, erected, removed or maintained within the property, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to, and approved in writing by the ARC (As provided in article VIII Section 1).

The ARC shall approve proposals or plans, and specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Property and that the appearance of any improvement or other structure affected thereby will be in harmony with surrounding structures and improvements.

The ARC may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors.

Per the CC&R, the ARC is allowed up to 45 business days to act on an application. As fellow residents, the ARC understands the need to review and process applications in a time efficient and professional manner. Homeowners are encouraged to plan for a 45-day review process and should not commit to labor or materials until they have received written approval.

A detailed list of application requirements by project category is provided in Appendix H. (Language underlined above effective March 1 2023)

NO WAIVER OF FUTURE APPROVALS

The approval of the Board of Directors of the Association of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board

of Directors of the Association, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whether subsequently or additionally submitted for approval or consent.

The Declaration in the CC&R established an Architectural Review Committee to be composed of 3 or more volunteer Venetian Pointe Homeowner representatives appointed by the HOA Board.

Your cooperation and adherence to these guidelines is appreciated. It is imperative that each homeowner plan, in advance, for the ARC to evaluate each application based on this timeline.

ARC meetings will be scheduled in advance, in most cases up to the next calendar year and posted on the CAM's website. The ARC may hold additional special meetings as needed to review emergency requests. The ARC will communicate its decision and explanation via email or letter (if no email on file). The written follow up signed copy of the ARC request will be provided from the current CAM back to the homeowner by email.

Each ARC request will be reviewed on its individual merits. Previous approval of a similar request does not guarantee future approvals on current or additional properties. The ARC will provide meeting minutes to the HOA Board after each meeting. The minutes will be uploaded to the CAM website.

II. REVIEW CRITERIA

The intent of the ARC and these standards and guidelines is to continue to build a community that will allow freedom for individual tastes, while maintaining the overall aesthetic and cultural tone of a vibrant, engaged, supportive, welcoming neighborhood.

Each application will be evaluated on its individual merits. In general, the ARC decisions are based on the following standards as guidelines:

Aesthetic Considerations

The color, form, shape, style, scale, size, material, will be included in consideration.

Validity of Concept

The basic idea of the exterior change must be sound and appropriate to its surroundings.

Landscaping and Environment

The exterior change must not adversely impact the natural landscape or the manmade environment.

Relationship of Structures and Adjoining Property

The proposed change must relate harmoniously to its surroundings and to existing buildings and terrain that are visually related to the change.

Protection of Neighbors

The interests of neighboring owners must be protected by making reasonable provisions for such matters as water drainage, sound and sight buffers, privacy, preservation of views, light and air, and other aspects of design which may have substantial effects on neighboring property.

Design Compatibility

The proposed change must be compatible with the design characteristics of the applicant's home and the general neighborhood setting. Compatibility is defined as harmony in design, style, scale, materials, finish(es), color and construction details.

- A. Scale: The three-dimensional size of the proposed change must relate satisfactorily to adjacent structures and its surroundings.
- B. Materials: Continuity is established by use of the same or compatible materials as used in the home.
- C. Color: Must be consistent with the neighborhood's color scheme.

Workmanship

The quality of work must be equal to or better than that of existing structures.

Project Completion / Timing

An approved property change may be installed either by the owners or by a contractor. In the unlikely event that a project significantly exceeds the stated design, scope, or time period, the homeowner should communicate in writing to the ARC regarding these changes and provide additional information. Projects that remain uncompleted for a long period of time, are visually objectionable or can be a nuisance and safety hazard for neighbors and the community, may be subject to HOA Board action. All applications must contain a proposed maximum time period from start to completion of construction, not to exceed 6 months from the application approval date. In the event labor, materials or parts are delayed, a written extension may be granted by the ARC. If the proposed time period is considered unreasonable, the ARC may not approve the application or recommend the project be broken up into phases or reject the application. When the work is complete, the homeowner should notify the ARC. A follow up inspection will be performed.

III. APPLICATION, REVIEW, APPEAL, and CORRECTION PROCEDURES

Objectives

The ARC, in examining each application for design approval, considers whether the exterior change is in compliance with the Covenants, Conditions, and Restrictions for the Venetian Pointe Subdivision and the ARC guidelines in this document.

The main objective of the ARC and these guidelines is to preserve and enhance property values in the community and to maintain a harmonious relationship among structures, landscaping, topography, and the overall design of the community.

Application Procedures

As stated in the CC&R, the following procedures shall be utilized:

1. Complete the Application form and attach all required exhibits.
 - a. Obtain Application form from the HOA Management Company (CAM).

b. Include full details of the proposed change. If the change is structural, fencing, or grading; submit a sketch or plan and outline specifications. Be sure to include such information as type of material, size, height, color, location, etc. The inclusion of color samples (e.g., paint chips) and relevant photographs/pictures are encouraged whenever possible.

c. Provide a sketch of the location of the improvement as it relates to your house and lot utilizing the Survey Plat provided at purchase. Please provide a surveyed plot plan with exterior change clearly sketched onto it and indicate the distance(s) of the exterior change(s) to the lot line of adjacent properties.

d. In the event Contractors are utilized the following Documentation must be provided. The Name & Phone numbers of Contractor(s) Performing Work. Copy(s) of the contractor(s) Occupational License(s) Copy(s) of the contractor(s) Workers' Compensation Certificate. The Certificate(s) of Insurance-CERTIFICATE HOLDER MUST be in the current Association's name. See current application provided.

e. If a resident utilizes the Board approved landscaper, the Insurance and Workers' Compensation Certificate's copies are not required with their application. (Language underlined above effective March 1 2023)

2. No application will be accepted for consideration if not submitted via the application form and accompanied by appropriate exhibits.
3. Email or hand-deliver the application to the (CAM) Property Management Company. Incomplete applications will require that you submit additional information before they are accepted and reviewed.

a. The first day of the 45-business day review period will begin three business days after the date the complete application is received, accepted, and confirmed by the CAM.

4. It is the responsibility of the applicant to ensure the application is received by the ARC. If you do not receive a confirmation via email, please do not assume your application has been received. If the ARC has any questions, or needs clarification, the questions will be sent to you via email. When the results have been determined, you will receive your official letter via email from the CAM.

Review Procedures

During the ARC's consideration of an application, Committee member(s) may wish to view the site and talk to the applicant or neighbors regarding the proposed change. Neighbors do not have "veto" authority but may provide any concerns or objections in writing to the HOA Board or ARC for consideration. The ARC may inspect work in progress and request (either orally or in writing) that the applicant correct any noncompliance.

The ARC will vote on applications, rendering one of three possible decisions: Approved, Approved with Conditions, or Denied.

If the application is "Approved with conditions" or "Denied", the ARC will provide, in writing, the reason(s) why the project was not approved as submitted. Applications that are "Approved with Conditions" may proceed only if the noted conditions are completed and addressed. All submitted applications and decisions are to be retained and archived by the CAM.

Appeal Procedure

If the applicant disagrees with the decision of the ARC, the following appeal process is to be followed:

- a. A written appeal to the HOA Board within fifteen days after receipt of a notice of disapproval.
- b. Date and time of the appeal is established by the HOA Board, this is normally the next scheduled Board meeting. A majority decision of the Board is required to reverse an ARC decision.

Correction Procedure

Remedies: An exterior change made without the required approval of the ARC, or the Board on an appeal, constitutes a violation of the Protective Covenants.

Reports: The ARC may inspect projects in process and/or the community in general to identify violations although they are not required to do so. All Venetian

Pointe residents have the right and responsibility to bring to the attention of the CAM any apparent violation of any provision of these guidelines or the CC&R. When the ARC or HOA Board receives a violation report from CAM, a notification of a violation is made to the resident, in order to identify the problem and work towards a resolution.

Failure to Comply: Should a homeowner fail to follow through on the agreed resolution, the homeowner may be requested to attend a Due Process Hearing with the Compliance Committee to determine the final resolution. Due process hearings may result in fines and/or the Compliance Committee may take action on the homeowner's behalf, for which the homeowner would be financially responsible.

In the unlikely event a homeowner chooses, after sufficient warning, to ignore the Guidelines or the CC&R and refuses to pay any associated fines, legal action may be undertaken to force the homeowners into compliance. These are very serious steps, not to be taken lightly or ignored, and will be entered into only in the most extreme cases.

IV. DESIGN AND CONSTRUCTION GUIDELINES

This section of the guidelines provides specific guidance regarding particular design situations that have been or may be encountered in Venetian Pointe. These guidelines are not meant to be exhaustive or all inclusive. They represent generally acceptable methods for achieving the required objectives and standards necessary for project approval. For items not specifically referenced, please refer to the CC&R. Homeowners are encouraged to use and develop their properties for their own personal enjoyment.

Air Conditioners

No window units are permitted. Only central air units can be used. Outdoor air conditioner condenser units must be concealed from the street of the property by plants or other concealing materials.

Awnings and Canopies

No awnings or canopies shall be affixed to the exterior of a home without approval of the ARC. These shall not extend more than 16" into easement.

Basketball Standards (Portable / Moveable)

No permanently installed poles for basketball boards are permitted, or backboards mounted on structures. Portable basketball hoops are allowed if there are sufficient surroundings as to not infringe on a neighbor's property or streets with players or loose basketballs. Also, caution must be used following the noise restrictions and while playing near vehicle traffic.

Decorative Curbing / Flower Bed Retainers

Poured concrete or other decorative curbing/flower bed retaining walls made of decorative brick, slate or similar stone materials may be installed around landscaping with prior written approval. The height of the material should not exceed eight (8) inches. The edging cannot restrict the landscaping service such as grass cutting from reaching lawn areas. All edging needs to be secured to reduce hazards while mowing, trimming etc. (Language underlined above effective March 1 2023)

The color selection for the decorative curbing must be a color that complements the color of the home. The ARC application should include a photo of the front of the home, color sample of the material being used, and a copy of any pattern being selected. If requesting to have curbing installed around the immediate perimeter of the home, a survey Plat is not required. A sketch including exact dimensions will be accepted. If the homeowner wishes to add curbing away from the structure such as for a landscape island, a copy of the survey plat indicating the location of the curbing will be required to establish that there will be no encroachment on neighboring properties or easements. Curbing should not be installed in such a manner or location as to inhibit the function of the Lot's rear or side drainage swale, nor should the curbing contribute to an excessive accumulation of water on a neighboring Lot.

Driveway Extensions

Widening of driveways is permitted. An ARC application requires inclusion of a survey Plat and include a diagram containing specific dimensions of the proposed extension. The materials used for the extension should match the existing paved drive as close as may be reasonably expected. See Appendix A. If the lot contains a sidewalk, the modification may require the sidewalk to be modified to have a full paver drive.

Any driveway modification requiring the repositioning of irrigation lines will be at the expense of the owner. Any work done to modify a concrete sidewalk must be done by a licensed contractor. The cost for any permits will be an owner expense.

The width of the extended drive may not exceed the width of the garage to the inside of the property towards the front door.

Examples:

Detached Homes - Appendix B, Lennar Villas - Appendix C,

Zuckerman Villas - Appendix D.

Fences

All fences must be either black or bronze metal. Fencing gates must be at least 54" wide, enough for the commercial riding lawn mowers to pass through in order to cut the grass. A fence may be a maximum height of four (4) feet so long as the fence will include vertical picket-type fencing with a lateral top except for anchor posts provided. The minimum space between vertical members must be a minimum of one and one-half times the width and thickness of the vertical members or bars. i.e., if the vertical members are two and one-quarter inches wide and three-quarter inch thick (total three inches), then the minimum space between them must be four and one-half inches ($1.5 \times 3.0 = 4.5$). In no case may the space between vertical members or bars be less than 3 7/8 inches. See Appendix A. The survey must be submitted with the application. Fences must be maintained regularly and replaced as necessary.

Fence Enclosure

All fence enclosures must be constructed of PVC or vinyl. The colors are White or the matching of the house colors. Fencing gates must be of the same fence material and have a secure latch. A fence may be a maximum height of (5) feet. The footprint of the 3 sides may not exceed (8' x 4') 32 square feet. The minimum setback from the front corner of the structure shall be 8 feet. It is recommended to place appropriate shrubbery on the street side to reduce visibility. To comply with the current covenant, Article IX, Use Restrictions, Section 6. "Trash, garbage or other waste shall be kept in sanitary, covered containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. In no event shall such equipment and/or containers be visible from the Common Area streets, from neighboring Property or within property

contained in the Plat, except for a reasonable time immediately prior to and after scheduled trash collection, and in all events in compliance with the County Code”.
(Language underlined above effective March 1 2023)

Flags / Flagpoles

In accordance with Florida Statute 720.304.2, any homeowner may display one portable and removable United States flag or official flag of the State of Florida and one portable and removable official flag representing any branch of American military service or POW-MIA flag. Flags should be no larger than 4’6” by 6’.

Any homeowner may erect a freestanding flagpole on any portion of their Lot providing it does not obstruct sightlines at intersections and is not erected within or on an easement. The flagpole should not exceed 20 feet in height. An ARC application is required along with a sketch of the Lot indicating the proposed location of the pole in relation to the house. A Survey Plat is required if installing the flagpole beyond the front flowerbeds of the structure. Lighted flagpoles are to be low intensity type and aimed in such a manner as to not interfere with or shine on a neighbor’s property.

Irrigation

Any irrigation modification to the current sprinkler system requires an ARC permit.

KNOX Home Box

The Knox HomeBox™ accommodates a single key for use by firefighters during medical emergencies, fires, and natural disasters. It provides quick access into residences while also reducing costly property damages incurred during a forced entry. The Iona McGregor Fire District utilizes this product throughout their district, see Appendix G.

Venetian Pointe Guidelines are as follows:

For simplicity and uniformity, we recommend the box to be mounted 72” from the driveway to the top of the box. The location for mounting is either the right or left side of the garage door sides of the structure.

The mounting is up to the homeowner. Contact the ARC committee Chairperson for assistance. (Language underlined above effective March 1 2023)

Landscaping

No vegetation of any type shall be planted in such a manner or location that may hinder the function of the Lot's existing rear or side drainage swale and or easements - Access easement (A.E.) and Drainage easements (D.E.)

Landscaping may not block any neighbor's view of the lakes.

ARC approval is not required for most plantings or biodegradable landscaping treatments (i.e., mulch) as long as the existing landscape scheme is maintained. In the case of mulch, only natural colors are permitted (i.e., brown dyed mulch is permissible, but bright red is not). If in doubt, please submit an application for review by the ARC.

Raised Bed Gardens - Homeowners must submit an application to the ARC for vegetable or other specialty gardens. Homeowners are encouraged to keep all gardens well maintained. The garden may not be larger than 9 feet by 12 feet, no higher than 12" and not encroach into any easements. There must be at least an 18" mulch bed surrounding the garden, to not impede the lawn maintenance process. Vegetable gardens should be confined to the rear of the home.

Landscape Lighting 12 or 110 Volt

No spotlights, floodlights, or other outdoor high intensity lighting shall be placed upon any Lot which will allow light to be reflected on any other Lot or the improvements thereon without the written approval of the ARC. Low intensity lighting which does not unreasonably disturb the owners or other occupants of the properties shall be allowed. Lighting should be inside the mulch bed (6 to 8 inches) and not impede the landscapers' scope of work. All lighting/transformers shall be connected or plugged to a Ground Fault Circuit Interrupter (GFCI) circuit. (Language underlined above effective March 1 2023)

Decorations (Exterior)

Other types of low intensity lighting, including normal and customary Christmas or other holiday decorations, which do not disturb other owners or occupants of the

community are allowed. Outdoor holiday lighting and decorations may be displayed 30 days before the holiday and removed no later than 14 days following the holiday. Lighting should be inside the mulch bed and not impede the landscapers' scope of work.

Painting

All exterior painting projects that include a change from existing colors require approval from the ARC. On the application, explain (in detail) for each paint color: the manufacturer, the sheen, and the location where the color will be applied. Paint swatches (paint chips) must be included with the application. The ARC reserves the right to further designate an official color palette and color scheme for the neighborhood. Primary and trim colors should be consistent with the community and homeowners may not repeat color schemes of adjacent homes. See Appendix E.

Patios

Patio plans require the prior approval of the ARC. Pavers may not exceed the width of the house except for door pads. The structure should be consistent with the size of your home and yard and must not be unduly out of proportion with the rest of your home. A survey must be submitted with the application.

Paver Extensions

Paver extensions for walkways are allowed. An ARC request must be submitted to include a diagram indicating the specific location and dimensions of the extension. Where applicable the materials should match the existing pavers as close as is reasonably possible. See Appendix A.

Extensions are not allowed to hinder the function of the Lot's existing rear or side drainage swale or in any manner unreasonable contribute to an increase of water accumulation on neighboring property.

Playground Equipment

An ARC request and Survey Plat showing where the equipment is to be installed is required prior to the installation of children's swings, jungle gyms, tree houses, and

other similar play structures. Equipment must be located in the rear of the Lot and within lines parallel to the sides of the home so as to minimize visibility from the front of the property and street.

Playground equipment is required to be appropriately secured to the ground. The structure cannot impede the lawn maintenance.

Depending on the type of equipment, the ARC may require owners to install landscaping to minimize the impact on adjacent property.

Trampolines are not permitted.

Pool Equipment

All filters, heaters, and any other such pool equipment must be concealed from front view from the street by plant or other screening materials. If plants are used, they must be a variety that can be reasonably expected to grow to the required height and width sufficient to conceal the equipment with a twelve (12) month growing period. If synthetic material is used for enclosing the equipment, the color must match the trim or the color of the home. An ARC request indicating the type and color of materials or type of plants is required prior to installation.

Propane Tanks

Above ground propane tanks are permitted. An ARC request is required noting the location of the tank on the Lot. If synthetic material is used for enclosing the equipment, the color must match the trim or the color of the home. 20 lb. propane tanks for grills are permitted.

Rain Gutters and Downspouts

An ARC request with a diagram showing the proposed location of materials is required prior to installation of rain gutters and/or downspouts on a house or screened cage. Materials must match the color of the existing gutters, downspouts, and fascia. A color sample is required with the request.

Downspouts must be directed in such a manner, so the water flows into the normal contour or swale between homes. Downspouts should not be allowed to unreasonably contribute to increased water accumulation on neighboring property.

Satellite Dishes, Antenna

Dishes are encouraged to be placed at the rear of the home so as not to be seen from the street. If reception is not available when the dish is placed out of view from the street, the homeowner must contact the ARC and propose an acceptable location and screening to soften the visual impact. Locations for satellite dishes and other electronic devices and wires need to be approved by the ARC.

Screen Enclosures

Garage

Roll down style is acceptable with an ARC request. The color of the frame or structures should match the color of the trim or the color of the house.

Lanai

An ARC request must include a site plan with specific dimensions and placement. Screened enclosures must be attached to the home and not exceed the width of the house. The color of the lanai must be bronze.

Only standard, no see-um, pet or super screening material should be allowed. No pattern or vinyl winter panels are permitted.

Sheds, Outbuilding, and other Structures

No dog pens, sheds, gazebos, free standing pergolas, above ground pools, spas, or other detached buildings or equipment are permitted on the Lots. Outdoor kitchens, storage boxes, clothes lines and drying racks must be located in the enclosed lanai and/or screen enclosure.

Shutters

Accordion, roll-up, and panel shutters are acceptable panels for our community. If an owner chooses to upgrade their standard hurricane panels to a fixed type of shutter, the homeowner must select a color that matches the color of the trim or the color of the house as close as reasonably expected.

Swimming Pools / Hot Tubs

Above ground swimming pools are not permitted. In ground swimming pools shall be considered on a case-by-case basis according to the guidelines established by the ARC. Pools shall comply with all local and state safety codes and requirements. An ARC request must include a Survey Plat indicating dimensions and placement of pool/pool cage. As noted, all requests for installation of a pool and associated cages, must be submitted to the ARC for approval. Pool cages must not exceed the width of the house.

A Lot owner may install a portable spa (Hot Tub) within a screened lanai or patio on their Lot.

Solar Collectors

Applications are required prior to installation. Solar collectors must be installed to be as inconspicuous as possible. Collectors must be placed on the rear of the home or on the side which has the least public exposure and may not be visible from the front of the home (may not rise above the roof peak). Collectors must be attached only to the roof, not free standing, or ground mounted. Every effort must be taken to camouflage the plumbing and supports for the collectors. This camouflaging may require completely encasing the collectors. All metal parts must be painted to match roof coloring.

There must be a minimum exposure of piping with no piping running down the side of the dwelling. Any tree removal required to permit increased solar exposure to the collectors must adhere to the tree removal guidelines.

Trees

An owner must submit an ARC request identifying the type of tree selected and a copy of the Survey Plat indicating where the tree is to be planted. It is recommended that support stakes for Palm trees should be removed after twenty-four (24) months.

Appendix A

Fence

Fence Examples:



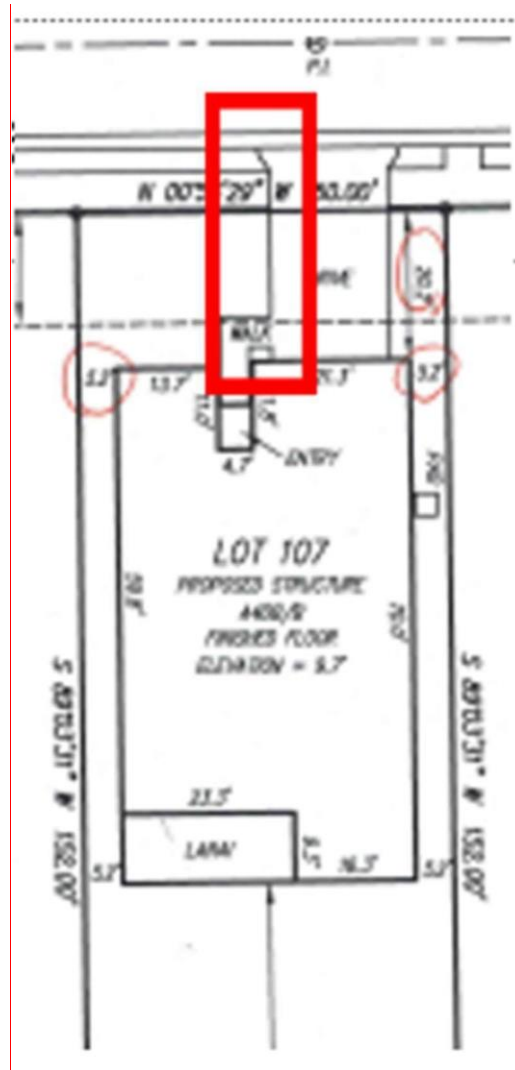
Fence Enclosure Examples: (Language underlined above effective March 1 2023)



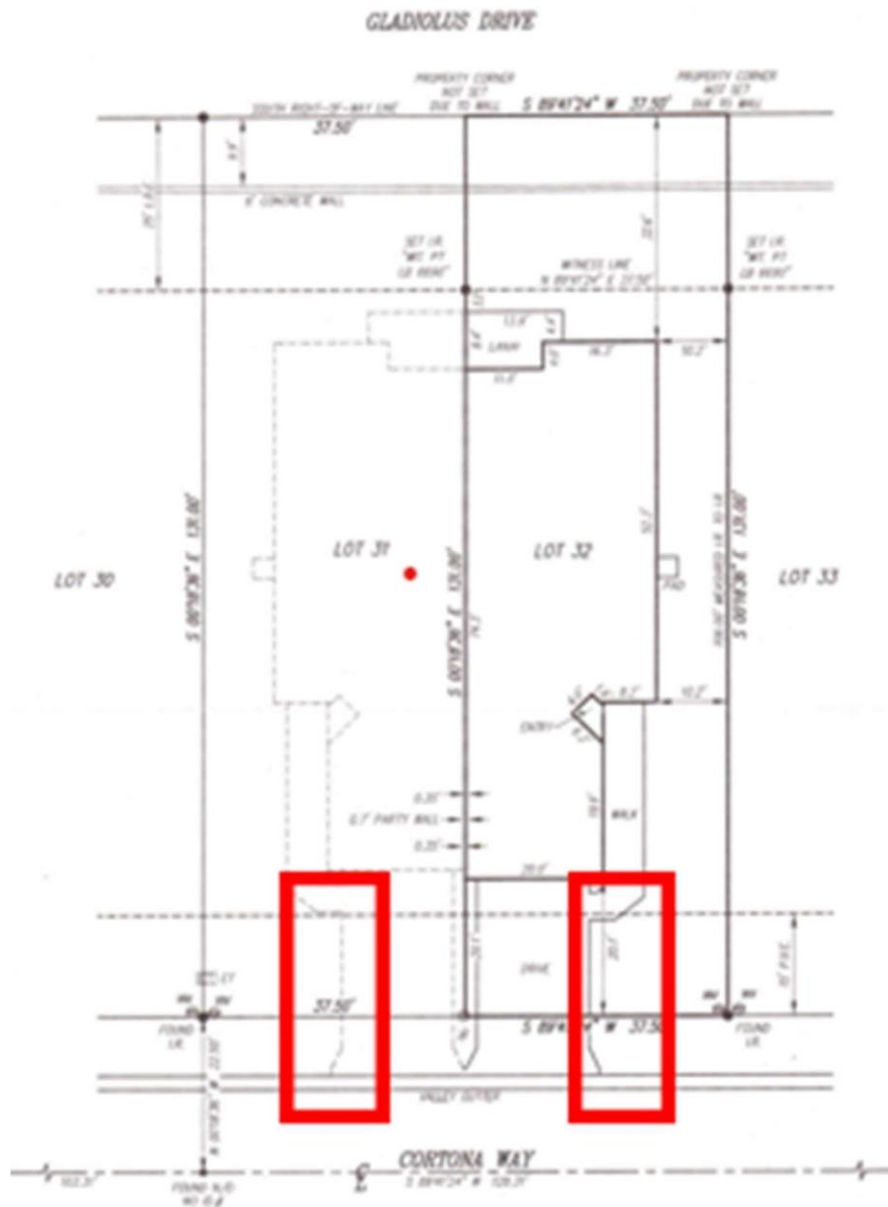
Appendix B

Driveway Extension Example: Dr. Horton Detached Homes

To the Front Door Side of the Driveway for all Models



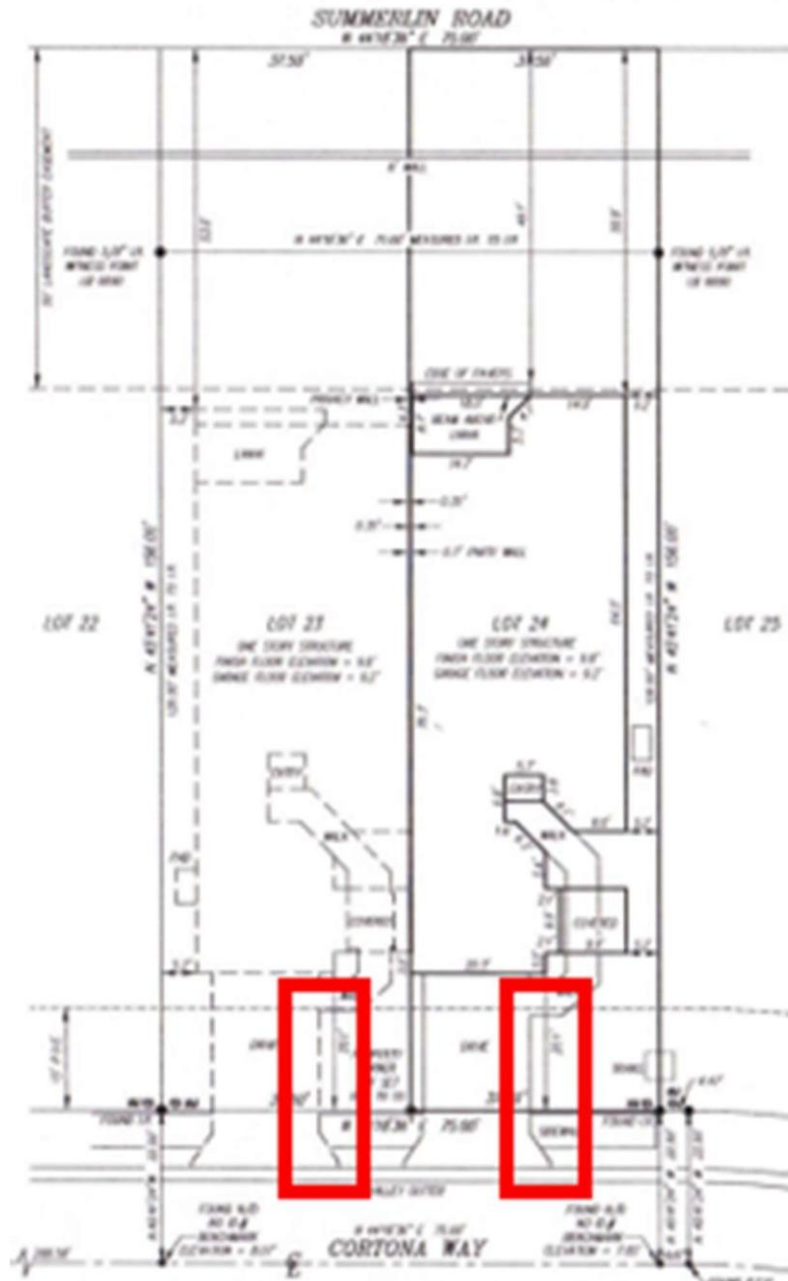
Appendix C Driveway Extension Example: Lennar Villas to the Front Door Side of the Driveway



Appendix D

Driveway Extension Example: Zuckerman Villas

To the Front Door Side of the Driveway for all Layouts



Appendix E

Paint Locations, Codes and Names

DR Horton

Example 211	Sherwin Williams #	Color Name
Front Door	SW 7614	St Bart's
Shutters		Brown
House Color		
House Trim		
Garage Door		
Roof Stacks		

DR Horton

Example 221	Sherwin Williams #	Color Name
Front Door	SW 6207	Retreat
Shutters	SW 6207	Retreat
House Color	SW 7038	Tony Taupe
House Trim	SW 7036	Accessible Beige
Garage Door	SW 7036	Accessible Beige
Roof Stacks	SW 6081	Down Home

Lennar Magnolia Villa

Example 310	Sherwin Williams #	Color Name
Front Door		
Shutters		

House Color		
House Trim		
Garage Door		
Roof Stacks		

Lennar Marigold Villa

Example	Sherwin Williams #	Color Name
Front Door		
Shutters		
House Color		
House Trim		
Garage Door		
Roof Stacks		

Zuckerman Villa

Example 221	Sherwin Williams #	Color Name
Front Door		
Shutters		
House Color		
House Trim		
Garage Door		
Roof Stacks		

Appendix F

Paver Information:

DR Horton:

The Name is; "New Naples Classic", Brick Pavers Express, 15410 Alico Rd, Fort Myers, FL 33913, (239) 437-8112.

Lennar

The Name is; "New Naples Classic", Brick Pavers Express, 15410 Alico Rd, Fort Myers, FL 33913, (239) 437-8112.

Zuckerman

To be provided in an amendment to this document.

Roof Colors:

Eagle Brand

Flat Tile

Arcadia Canyon Brown

Bel-Air 4502

Flat Tile

Boca Cream

Bel-Air 4507

(Language underlined above effective March 1 2023)

Appendix G

Knox Box

THE RESIDENTIAL RAPID ACCESS SYSTEM

The Knox HomeBox™ accommodates a single key for use by firefighters during medical emergencies, fires, and natural disasters.

Venetian Pointe Guidelines are as follows.

No matter the box you purchase through the Knox company, which involves the Iona McGregor Fire District, they hold the master key. For simplicity and uniformity, we recommend the box to be mounted 72" from the driveway to the top of the box. It is to be mounted to either the right or left side of the garage door sides of the structure.



The model #1501 is the most popular use for a single key need to a resident.



The model #1662 Holds up to 2 keys in interior compartment.

FEATURES

- Re-securing property is easier and faster OPTIONS
- 3 color options: Aluminum, Black, Dark Bronze
- Mounting options: Surface mounted



To order your box please contact the Iona McGregor Fire District at 239-425-9336 or the website link is:

<https://ionafiredistrict.com/wp-content/uploads/2022/09/PDF-4-Knox-Box-Ordering.pdf>

(Language underlined above effective March 1 2023)

Appendix H
Venetian Pointe Detailed Application Information Requirements
Survey Plat, Drawing/Sketch, Brochure/Photo Documentation Requirements

Project Category	Survey Plat	Drawing or Sketch (can be provided on to the Survey Plat)	Brochure/ Photos	Irrigation Inspection or Possible Realignment	Survey Plat Not Required
Antenna		X	X		X
Awning		X	X		X
Deck	X	X		X	
Door Glass			X		X
Door Screen			X		X
Drainage	X			X	
Driveway	X	X		X	
Easement	X	X		X	
Electric	X	X		X	
Fence	X	X	X	X	
Fence Enclosure	X	X	X	X	
Flagpole	X	X	X	X	
Generator	X	X	X	X	
Gutter		X			X
Hot Tub		X	X		X
Irrigation	X	X		X	
Knox Home Box					X
Lanai	X	X	X	X	
Landscape Border	X	X	X		
Landscaping	X	X	X	X	
Landscaping Rock	X	X	X	X	
Lighting	X	X		X	
Outdoor Kitchen		X	X		X
Paint					X
Patio	X	X	X	X	
Paver Walkway	X	X	X	X	
Pergola	X	X	X	X	
Pool	X	X		X	
Pool Enclosure	X	X	X	X	
Pool Pump	X	X		X	
Roof			X		X
Satellite Dish		X	X		X
Screen			X		X
Shutters		X	X		X
Sliding Glass Door			X		X
Solar Panels		X	X		X
Tree	X	X		X	
Tree - Buttonwood	X	X		X	
Water Filtration		X	X	X	X
Window			X		X
Window Tinting			X		X

(Language underlined above and matrix effective March 1 2023)

COVENANTS, CONDITIONS, AND RESTRICTIONS
OF VENETIAN POINTE
ARTICLE IX USE RESTRICTIONS

Use Restrictions are contained in the Governing Documents and require a majority vote of the homeowners to change. These changes would then have to be recorded.

Section 1. No Lot shall be used except for residential purposes. The occupancy of each home shall be limited to the maximum number of persons allowable in accordance with Federal Regulations and local ordinances based on the size and configuration of the home. No building shall be erected, altered, placed, or permitted to remain on any Lot other than a home and other structures originally constructed by the Declarant or approved by the ARC.

Section 2. No structure of a temporary character, trailer, basement, tent, shack, barn, shed or other out-building shall be used on any Lot at any time as a residence or appendage to such residence, either temporary or permanent, except for temporary construction trailer of Declarant.

Section 3. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood within the Plat, or any matter which affects the health, safety or welfare of the owners or occupants of the Property, in the Association's reasonable discretion.

Section 4. No livestock or poultry shall be kept, maintained, or bred in any Home or elsewhere within the Property, except for fish in an aquarium and birds in cages maintained in the interior of the Home and not more than a total of three (3) domestic dogs (other than breeds prohibited by the Association's insurance policy, applicable governmental regulations or other dogs which in the reasonable determination of the Board of Directors are determined to be a threat to the safety of the occupants of the Property which shall not be allowed under any circumstances in the Property) and/or domestic cats shall be permitted to be kept in a Home or Lot, provided such animals are not kept, bred or raised for commercial purposes. Notwithstanding the foregoing, the Board of Directors shall specifically have the power to either permit additional domestic dogs or cats to be

kept as pets by an Owner if in the determination of the Board such pets shall not cause or be deemed by the Board of Directors to constitute a nuisance to any other Owner in the determination of the Board of Directors. Each person bringing or keeping a pet within the Property shall be absolutely liable to the Association, other Owners and their invitees for any damage to persons or property caused by any pet brought upon or kept upon the Property and it shall be the duty and responsibility of each such Owner to clean up after such animals which have deposited droppings or otherwise used any portion of the Property or public street abutting or visible from the Property. Animals belonging to Owners or invitees of any Owner must be kept within an enclosure or, on a leash held by a person capable of controlling the animal. No pets shall be "tied out" in a yard or on a porch or patio and left unattended for any extended period of time. The Association shall have the right to promulgate Rules and Regulations relating to animals and the right to restrict or require removal any such animals determined by the Board to constitute a nuisance. In addition, all pet owners shall be required to maintain at all times adequate homeowners' insurance coverage for any and all liabilities related to the pet(s) owned and kept on the Lot, which insurance shall name the Association as an additional insured. Proof of such insurance coverage shall be provided by the Owner to the Association upon reasonable request not more than one time per calendar year. If such coverage is not provided as required herein, the Association shall have the right to require the pet to be removed from the Lot until the appropriate insurance coverage is obtained.

Section 5. During the time period Declarant owns any Lot within the Property, no sign of any kind shall be displayed to the public view on any Lot, except one sign not larger than 3" X 5" and placed in one ground floor window or one second story window advertising that property is for sale and except signs used by the Declarant to advertise the Property during the construction and sale of Homes. Once the Declarant has conveyed all Lots it owns within the Property, then the size of the signs can be increased to not more than 18" x 24" to advertise that the property is for sale or rent which sign is to be placed on one ground floor window or one second story window.

Section 6. No Lot shall be used or maintained as a dumping ground for rubbish. All trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Trash, garbage, or other waste shall be kept in sanitary, covered containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. In no event shall such

equipment and/or containers be visible from the Common Area streets, from neighboring Property or within property contained in the Plat, except for a reasonable time immediately prior to and after scheduled trash collection, and in all events in compliance with the County Code.

Section 7. No garments, rugs, towels or blankets or any other materials may be hung, exposed, or dusted from the windows or from the front facade of any Home. Further, unless otherwise specifically prohibited by applicable local, State or Federal law, no outside clothes lines, or other facilities for drying or airing clothes shall be erected in the front yard, side yard or back yard of any Home. All personal property of Owners or other occupants shall be stored inside; provided, however, patio furniture or other personal property which is specifically for the use and enjoyment of designated* outdoor areas of the Home shall be permitted.

Section 8. There shall be no parking on any portion of any sidewalk which is not part of a designated driveway, grass, or street within the Property. An Owner may park in the Home's garage or in the driveway on the Lot. Car covers are prohibited and license tags on all vehicles must be current. No vehicle which cannot operate on its own power shall remain in the Community for more than twenty-four (24) hours, except in the garage of a Home. No repair or maintenance, except for emergency repairs of vehicles shall be made unless in the garage of a Home. No vehicles shall be stored on blocks. No vehicles shall be parked overnight on streets within the Property. No tarpaulin covers on vehicles shall be permitted anywhere within the public view. Any trailer, commercial vehicle, recreational vehicle, boat, rowboat, canoe, jet ski or boat trailer shall not be permitted to be parked outside of an enclosed garage. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Lot Owners or the Association during normal working hours or for work performed for the Declarant or the Association which are necessary in the development, maintenance, or management of the Association. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles which are used, or which are ordinarily intended to be used for commercial purposes or which contain materials regularly used in trade or business. No vehicles displaying commercial advertising shall be parked within the public view. Automobiles issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently.

No all-terrain vehicles (ATVs), golf carts, scooters or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, or its agents. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein, the Association is authorized to order the towing of any vehicle (at the vehicle owner's expense) for a violation of this Section if a vehicle remains in violation of this Section for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot and Common Area which are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

Note: For Reference, there is an amendment to Section 8 regarding use of golf carts and other items dated 8-27-18. See the addendum below.

Section 9. No septic tanks or individual wells will be permitted on any Lot.

Section 10. No garage may be improved for purposes of making same a living area, nor shall garage doors be removed except for replacement (in which case the Owner must obtain approval of any replacement door from the Board of Directors of the Association). No garage may be used for the operation of a business or for any commercial purpose of any kind.

Section 11. No external window covering, reflective window covering, or iron or decorative bars (either interior or exterior) may be placed or permitted to remain on any window of any building without the prior written approval of the Board of

Directors of the Association. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and 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 Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ARC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ARC unless installed by the Builder or Developer. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ARC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones. Window or wall air conditioner units are prohibited.

Section 12. No flags or banners other than a Flag permitted by Chapter 720.304, Florida Statutes, or other local, state, or federal law, which must be displayed in a respectful manner, and which is subject to reasonable standards for size, placement and safety as may be adopted by the Association will be permitted. The foregoing sentence shall not apply to the Declarant.

Section 13. Above ground swimming pools are not permitted on Lots. Above ground hot tubs may be permitted on lanais or patios. All pools and hot tubs must be approved by the ARC prior to installation, or such improvements are subject to removal at the Owner's expense.

Section 14. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement in accordance with this Declaration within 6 months of the date of the loss. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ARC. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such casualty destruction, the Owner of such damaged or destroyed Home shall not perform any activities that would negate such coverage or impair the availability of such coverage.

Section 15. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant, administrative offices of

Declarant, no commercial or business activity shall be conducted in the Community that disrupts the residents, including without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not disrupt the residential nature of the Community unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within the Community. No solicitors of a commercial nature shall be allowed within the Community, without the prior written consent of Association. No day care center or facility, substance abuse center or facility or elderly care center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by the Association.

Section 16. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ARC as required by this Declaration. The ARC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

Section 17. No fences of any kind or in any location shall be permitted to be installed on a Lot by any Owner without approval of the ARC. The ARC shall provide guidelines as to acceptable fence height, materials, and locations.

COVENANTS, CONDITIONS, AND RESTRICTIONS OF VENETIAN POINTE

ARTICLE V SECTION 2 (c) RULES AND REGULATIONS

The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the common areas.

The Right to Quiet Enjoyment in Venetian Pointe Common Areas

Members, their families, guests, tenants, occupants, invitees, and other residents shall not engage in any act that could reasonably be considered abusive or harassing behavior by a reasonably prudent person, either verbal or physical in nature, or any form of intimidation or aggression directed at other members, their families, residents, guests, occupants, invitees, or directed at the Association's agents and vendors, including but not limited to the Association's management company, its agents, its employees, or vendors. Violations will be subject to a \$100 fine.

Parking Restrictions

There will be NO PARKING allowed within the Clubhouse/USPS lot or on the streets from 11:00 PM to 5:00 AM.

NO PARKING on grass, sidewalks, or on an owner's driveway area where a vehicle would block the adjoining sidewalk.

Parking on the driveway is only permitted within the owner's lot, which is approximately 8 feet in from the curb.

Temporary street parking during the day is permitted for service vehicles, residents, guests, and delivery trucks. No parking is allowed within roundabouts or in front of driveways. To allow clearance for emergency vehicles, trucks, etc., please advise guests or workers not to park directly across the street from another parked vehicle or in front of a fire hydrant.

RV's, moving trucks and trailers are only allowed temporary parking for loading or unloading. Please contact the CAM for guidance if there are extenuating circumstances.

Violations for the above will be subject to a \$100 fine and possible towing.

No Smoking Areas

No smoking/vaping is allowed within the Clubhouse area, workout room or pool area. Appropriate signs will be posted. Violations will be subject to a \$100 fine.

Irrigation

It shall be the duty of the Association to maintain the irrigation for the Community, including irrigation of the Common Areas and Lots. The Owner should not turn on irrigation manually.

A Lot Owner shall be responsible for payment of any costs related to additions, alterations, modifications or relocation of irrigation lines or sprinklers within their Lot. An ARC request is required for the above changes.

A Lot Owner shall also be responsible for payment of any costs related to the repair and/or replacement because of any damage done to the irrigation system, whether on the Owner's Lot or the Common area, caused by the Owner, any member of the Owner's family, any guests, invitees, tenants, contractors, workers, or agents of the Owner. Further, the Owner shall not place any obstruction, fence, wall, tree, or shrubbery over the irrigation system without the written consent of the Association.

Repairs and replacement items for irrigation originally installed on the Lot by the Builder or Association, including needed changes for different spray heads or patterns, are considered common expenses of the Association.

Addendum
AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
VENETIAN POINTE
DATED AUGUST 27, 2018

Section 8. There shall be no parking on any portion of any sidewalk which is not part of a designated driveway, grass, or street within the Property. An Owner may park in the Home's garage or in the driveway on the Lot. Car covers are prohibited and license tags on all vehicles must be current. No vehicle which cannot operate on its own power shall remain in the Community for more than twenty-four (24) hours, except in the garage of a Home. No repair or maintenance, except for emergency repairs of vehicles shall be made unless in the garage of a Home. No vehicles shall be stored on blocks. No vehicles shall be parked overnight on streets within the Property. No tarpaulin covers on vehicles shall be permitted anywhere within the public view. Any trailer, commercial vehicle, recreational vehicle, boat, rowboat, canoe, jet ski or boat trailer shall not be permitted to be parked outside of an enclosed garage. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Lot Owners or the Association during normal working hours or for work performed for the Declarant or the Association which are necessary in the development, maintenance, or management of the Association. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles which are used, or which are ordinarily intended to be used for commercial purposes or which contain materials regularly used in trade or business. No vehicles displaying commercial advertising shall be parked within the public view. Automobiles issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently.

No all-terrain vehicles (ATVs), ~~golf carts~~, scooters or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, or its agents. Subject to applicable laws and ordinances, any vehicle parked in

violation of these or other restrictions contained herein, the Association is authorized to order the towing of any vehicle (at the vehicle owner's expense) for a violation of this Section if a vehicle remains in violation of this Section for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot and Common Area which are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

The association may permit the use of golf carts within Venetian Pointe subject to the following conditions. Owners and/or operators of golf carts shall execute a waiver of liability and indemnification agreement in favor of the Association when requested. Owners and operators of golf carts are required to provide proof of proper insurance to the Association. The use of golf carts shall be subject to applicable laws, including Section 316.212, Florida Statutes, as amended from time to time, and ordinances promulgated by Lee County, Florida and the State of Florida. If properly licensed and used in accordance with said laws and ordinances, golf carts may be used within Venetian Pointe for transportation and driven only on roadways, and parked only in areas designated for parking. Golf carts may not be driven on any lawns, grassy areas or any other area not meant for vehicular traffic. Golf carts must be able to fit completely within designated parking areas and may not be parked or positioned in a manner that will obstruct the safe passage of other vehicles or persons. Golf carts must be kept in an enclosed garage overnight and are not permitted to be parked outside overnight.

For purposes of this section, "golf cart" means any motor or electronic vehicle, other than a bicycle, motorcycle, or moped, designated and manufactured for operation on a golf course or other conveyance for sporting or recreational purposes.