



# Homeowner Handbook

**JUNE 2025**

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## HOMEOWNER NOTES



## INTRODUCTION

The Village Woods of La Cita Homeowners Association Inc. provides for the maintenance and preservation of lots and common areas within Village Woods of La Cita, a 74 lot, single family home, deed-restricted community.

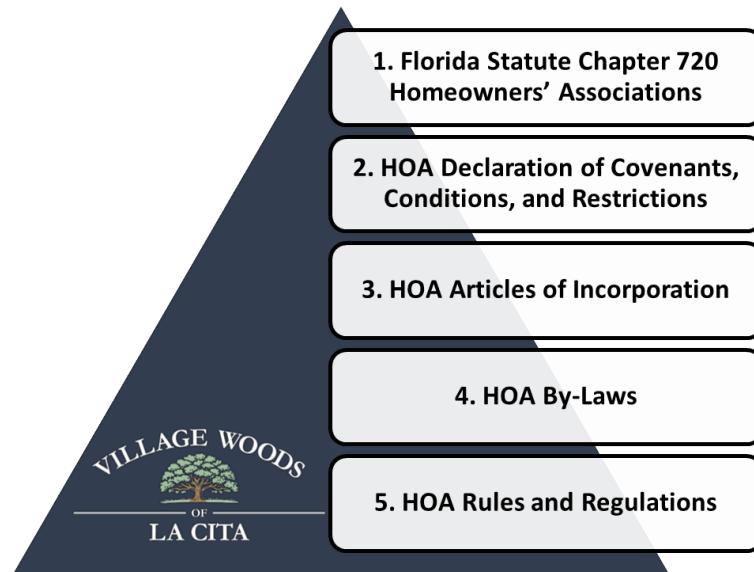
The Village Woods of La Cita Homeowners Association, Inc. employs the services of Avria Community Management, LLC to assist the Board of Directors in the operation and administration of the Association. Avria Community Management ensures the maintenance of community areas and enforces rules/regulations to create a cohesive and attractive living environment for all residents. This helps preserve property values and fosters a sense of community pride and belonging.

Village Woods of La Cita is a sub-homeowner association (sub-HOA) of the Homeowners of La Cita, Inc. (master HOA). The Homeowners of La Cita, Inc. (master HOA) oversees the large, planned unit development of La Cita as well as the other homeowner associations within La Cita. The Homeowners of La Cita, Inc. (master HOA) employs the services of RealManage Management to assist the Board of Directors in the operation and administration of its duties and responsibilities.

This handbook is created from the Village Woods of La Cita and the Homeowners of La Cita HOAs' governing documents (see references page), which outline the rules and regulations for the community. These governing documents serve as the foundation for the operation/management of the HOA and provide guidance on issues such as membership, assessments, elections, meetings, the authority of the association and what residents can/cannot do.

While each HOA Governing document has an important purpose, there is a hierarchy in HOA Governing documents - certain documents take precedence over others. Whenever there is a conflict between two HOA Governing documents, the guidance in the document higher in the hierarchy is to be followed.

### Hierarchy of HOA Governing Documents



For ease of reading and comprehension, all amendments and supplemental changes have been merged into the standardized format of this handbook.

As a sub-homeowner association, Village Woods of La Cita HOA is subject to all of the rules and regulations of the master HOA (Homeowners of La Cita, Inc.). The Village Woods of La Cita (sub-HOA) covenants, conditions, and restrictions can be more restrictive than the master HOA, but cannot be less restrictive than the master HOA.

Official signed and dated copies of all documents used in the creation of this handbook are available at the following links:

- Homeowners of La Cita Portal Page (RealManage Management):  
[WWW.CIRANET.COM/RESIDENTPORTAL](http://WWW.CIRANET.COM/RESIDENTPORTAL)
- Village Woods of La Cita Homeowners Association Portal Page (Avria Management):  
<http://avria.managebuilding.com/Resident/>
- Florida Department of State, Division of Corporations:  
<https://search.sunbiz.org/Inquiry/CorporationSearch/ByName>
- Brevard County Clerk of Court Official Records:  
<https://vaclmweb1.brevardclerk.us/AcclaimWeb/>

**All information and links current as of June 2025**

# VILLAGE WOODS COMMUNITY INFORMATION

## Deed Restricted Community

- Both La Cita and Village Woods are deed restricted communities and all homeowners shall comply with the Rules and Regulations.
- Deed restrictions, also known as restrictive covenants, are rules and regulations that govern the use and appearance of properties within particular communities or neighborhoods.
  - If in doubt, please contact the appropriate management company at:
    - Village Woods of La Cita - Avria Community Management, Community Association Manager Renée Barnhart at (321) 405-2449 or [vw@avriacam.com](mailto:vw@avriacam.com)
    - Homeowners of La Cita – RealManage, Community Association Manager Megan Dolbow at 866-473-2573 or [LACITA@ciramail.com](mailto:LACITA@ciramail.com)
  - Or one of the Village Woods of La Cita HOA Board members at:
    - President: [President@vwolhoa.org](mailto:President@vwolhoa.org)
    - Vice-President: [VP@vwolhoa.org](mailto:VP@vwolhoa.org)
    - Secretary/Treasurer: [Treasurer@vwolhoa.org](mailto:Treasurer@vwolhoa.org)

## Gate Operation

- The entrance gate is open from 7am in the morning to 7pm at night.
- Gate transponders allow entry when the gate is closed.
- Owners or tenants, must provide Avria Community Management their telephone number as gate access without a gate transponder is dependent on telephone numbers.
- Residents can open the gate by entering their access code on the telephone entry system keypad. The Management company will provide a 4-digit access code. Enter # then 4-digit code to enter
- When a guest comes to visit, they will look up the resident's name in the resident directory located on the telephone entry system LCD display. Your DIRECTORY CODE will be shown next to the name. The guest will enter this code on the telephone entry system keypad that will place a call to the number provided to the Association management company.
  - To Grant access to Guest press 9 on your phone
  - To Deny access to Guest press # or hang up
- When exiting the area after the gate has closed for the night, approach the gate slowly to activate the sensor (6 feet from the gate) in the roadway. Once activated the gate will open.
- Do not tailgate through the gate. Tailgating could cause damage to vehicles and damage the gate.
- Both gates are on a time-delay to eliminate any unauthorized entry.

## **Holiday Decorations**

- Holiday decorations may be displayed one (1) month before and one (1) month after the holiday. (master HOA restriction)
- Holiday lighting may only be illuminated one month before and two (2) weeks after a holiday. (master HOA restriction)

## **Homeowners of La Cita (Master HOA) Annual Assessments**

- Assessments for maintenance of the common property of the Association and the reimbursement for reclaimed water are paid annually to the master HOA.
- The amount of the maintenance assessment for the coming year is published in the December Newsletter / Invoice mailed between December 15th and December 24th each year.
- Payment is due January 1st and considered late after January 15th.
- The reimbursement for reclaimed water (if applicable) is published in the June Newsletter / Invoice mailed between June 15 and June 24 each year.
- Payment is due July 01 and considered late after July 15.
- In the event of non-payment, added assessment will include the cost of additional correspondence, interest, and, if necessary, lien filing fees.

## **Lawn Irrigation**

- Recycled water is used for irrigation and is billed to homeowners by the Homeowners of La Cita, Inc. (master HOA).
- Maintaining the sprinkler system is the property owner's responsibility.
- The City of Titusville's irrigation restrictions change seasonally. Please see current restrictions at <https://www.titusville.com/434/Irrigation-Restrictions>

## **Lawn Maintenance**

- Monthly Village Woods of La Cita HOA fees include grass cutting and lawn maintenance services.
  - Homeowner lawns are mowed and edged:
    - Every other week from November 1<sup>st</sup> through March 31<sup>st</sup>.
    - Every week from April 1<sup>st</sup> through October 31<sup>st</sup>.
  - See Attachment 1: Lawn and Landscaping Maintenance Statement of Work for a full description of services to be provided.
- The 2025 Lawn Maintenance Company is Robertson's Lawns Inc., (321) 422-3844.
- Homeowners are responsible for keeping flowerbeds and other landscaping free of weeds and pests. Landscaping must be in a neat and trimmed condition.

## **Lawn Treatment**

- Monthly Village Woods of La Cita HOA fees include basic lawn treatment services.
  - Residents' lawns are treated four (4) times a year for control of surface-feeding insects that are damaging to the lawn, broadleaf weed control, and lawn fertilization.
  - Treatments do not include any residents' trees, shrubs, or bushes.
  - See Attachment 2: Lawn Fertilization, Insect Control & Weed Control Statement of Work for a full description of services to be provided.
- The 2025 Lawn Treatment Company is Orange Pest Control, (321) 631-1974.
  - Orange Pest Control provides, through the management company, 72-hour notice prior of treatments.

## **Property Inspection and Violation Notification Policy/Procedures**

- See full Violation Policy and Procedures pages 33 - 40
- Avria Management conducts monthly property inspections of all lots within Village Woods of La Cita to note conditions and ensure properties are in compliance with:
  - Article V Covenants for Maintenance of the Covenants, Conditions and Restrictions of Village Woods of La Cita Homeowners Association Inc.
  - Article XI General Covenants and Restrictions of the Covenants, Conditions and Restrictions of Village Woods of La Cita Homeowners Association Inc.
  - Article V Covenants for Maintenance Covenants of the Conditions and Restrictions of Homeowners of La Cita, Inc.
  - Article X General Covenants and Restrictions of the Covenants, Conditions and Restrictions of Homeowners of La Cita, Inc.
  - Rules and Regulations of Homeowners of La Cita Inc.

## **Stormwater Retention Ponds**

- Village Woods of La Cita has four (4) stormwater retention ponds that store and slow stormwater runoff from nearby areas.
- Ponds are monitored and treated monthly to control algae and weed growth.
- No swimming in any of the bodies of water in La Cita. (master HOA restriction)
- No fishing in any of the bodies of water in La Cita, except by the owners of property that abut the water and their guests. (master HOA restriction)
- No boating in any of the bodies of water in La Cita. Work boats used by pond maintenance contractors are permitted. (master HOA restriction)
- No structure shall be constructed, or erected in any of the green-ways, canals, or other connecting bodies of water.

## Street Restrictions

- The posted speed limit within Village Woods is 20 miles per hour.
- No vehicle parking is permitted on any grassy areas or sidewalks.
- No parking on streets any time between the hours of 10:00 p.m. and 7:00 a.m.
- Vehicles parked illegally are subject to towing in accordance with Florida Statute 715.07, which defines “illegally parked” as any vehicle that is parked in a space that is not designated for its use, or that is parked in a way that blocks traffic or creates a hazard.

## Trash Pick-Up

- Regular garbage and yard waste pick-up is on Thursday.
- Recycle pick-up is every other Thursday.
- Holiday residential garbage schedule available at: <https://titusville.com/315/Garbage-Recycling-and-Holiday-Schedules>
- See Attachment 3: City of Titusville Department of Solid Waste Refuse & Recycling Guide.

# COVENANTS, CONDITIONS AND RESTRICTIONS OF VILLAGE WOODS OF LA CITA HOMEOWNERS ASSOCIATION INC.

## Disclaimer

For ease of reading and comprehension, all amendments and supplemental changes have been merged into the standardized format of this Declaration of Covenants, Conditions, and Restrictions of Village Woods of La Cita Homeowners Association Inc.

Pertinent additional master HOA restrictions and clarifications are shown in text boxes.

All complete signed copies of Association governing documents can be found at the Brevard County Clerk of Court, Official Records <https://vaclmweb1.brevardclerk.us/AcclaimWeb/>.

## Purpose of the Covenants, Conditions, and Restrictions

The Covenants, Conditions, and Restrictions (known as the CC&Rs) are the community's most important and comprehensive documents. They are filed in the official records of Brevard County, Florida and outline the rights of the board, association, and residents. They contain a legal description of the common areas and amenities, assessments, maintenance obligations, and remodeling and development restrictions. Note: The Village Woods of La Cita (sub-HOA) covenants, conditions, and restrictions can be more restrictive than the master HOA, but cannot be less restrictive than the master HOA.

NOW, THEREFORE, the Village Woods of La Cita Homeowners Association, Inc. hereby declares that in addition to the restrictions for La Cita Section Five, all of the properties described in Exhibit "A" shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the above-described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

### ***Exhibit "A": Legal Description of the Plat of Village Woods***

- *Village Woods at La Cita Phase One as recorded in Brevard County Plat Book 38 – Pages 5, 6, 7. Full legal description available at Brevard County Clerk of Court <https://www.brevardclerk.us/official-records>*
- *Village Woods at La Cita Phase Two as recorded in Brevard County Plat Book 49 – Pages 65, 66, 67. Full legal description available at Brevard County Clerk of Court <https://www.brevardclerk.us/official-records>*
- *Village Woods at La Cita Phase Three as recorded in Brevard County Plat Book 49 – Pages 68, 69, 70. Full legal description available at Brevard County Clerk of Court <https://www.brevardclerk.us/official-records>*

## Article I – Definitions

The following words and phrases when used in this Declaration (unless context clearly reflects another meaning) shall mean the following:

1. Architectural Control Criteria means those rules and regulations promulgated by the Architectural Review Board, as established by the deed restrictions for La Cita Section Five, as may exist and may be amended from time to time in the future.

2. Master Architectural Review Board and "ARB" means the Architectural Review Board for the La Cita Planned Unit Development (P.U.D.) as established by the deed restrictions for La Cita Section Five.

3. Association shall mean and refer to Village Woods of La Cita Homeowners Association, Inc.

4. Common Area shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners, if any, as designated as Tracts A, B, C, D and E on the plat of Village Woods of La Cita or future subdivisions added to the liens of these restrictions as provided for in Article XI, Section 7, herein. Common Area may also include private rights-of-ways within the La Cita P.U.D. as hereinafter defined, open space and drainage facilities.

### ***Village Woods of La Cita Common Area Tracts***

- *Tract A: Includes all streets within Village Woods of La Cita*
- *Tract B: East Pond/Retention Pond #19 and Front Pond East/Retention Pond#15*
- *Tract C: Common area along La Cita Lane bordering Camelot Estates*
- *Tract D: Front Pond West/Retention Pond #14*
- *Tract E: West Pond/Retention Pond #18*

5. Declarant shall mean and refer to Village Woods of La Cita Homeowners Association, Inc.

6. La Cita Planned Unit Development (P.U.D.) shall mean and refer to the entire La Cita project as evidenced by the preliminary development plan on file with the City of Titusville, Brevard County, Florida, as it may be from time to time amended.

7. Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties and any plot of land which may be subsequently subdivided by Declarant or its assigns and successors from a tract shown upon any recorded subdivision map of the properties, with the exception of the Common Area, and/or road rights-of-ways as shown or as subsequently shown on any recorded subdivision map of the properties if dedicated to the Association for maintenance.

8. Master Association shall mean and refer to Homeowners of La Cita, Inc., its successors and assigns.

9. Projected Unit Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Projected Unity which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

10. Properties shall mean and refer to that certain real property described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

11. Projected Units shall mean and include the units which are allocated to any lot, including but not limited to single-family attached or detached residences, townhouses, condominium units.

12. Unit Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any unit or Lot which is a part of the properties, including contract sellers, by excluding those having such interest merely as security for the performance of an obligation.

## **Article II - Property Rights**

**Section 1. Owner's Easement of Enjoyment.** Every Unit Owner and Projected Unit Owner shall have a right and easement in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit or Projected Unit, subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

**Section 2. Delegation of Use.** Any Unit Owner or Projected Unit Owner may delegate, in accordance with the By-Laws, his rights of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property, provided their use of the Common Area shall always be subject to these restrictions.

## **Article III - Membership and Voting Rights**

**Section 1. Membership.** Every Unit owner and projected Unit owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit or Projected Unit.

**Section 2. Classes of Voting.** The Association shall have one class of voting membership:

Class A. Class A members shall be all Unit owners and Projected Unit Owners, with the exception of the Declarant and/or its designated assigns, and shall be entitled to one vote for each Unit or Projected Unit owner. When more than one person holds an interest in any Unit or projected Unit, in no event shall more than one vote be cast with respect to any Unit or Projected Unit. When more than one person holds an interest in any Unit or Projected Unit and such persons cannot jointly agree as to how the vote should be cast, no vote shall be allowed with respect to such Unit or Projected Unit.

## **Article IV - Covenant for Maintenance Assessments**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Unit owned within the Properties, hereby covenants, and each Unit Owner and Projected Unit Owner, with the exception of the Declarant, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments to be established and collected as hereinafter provided and (2) special assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together/with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Declarant and/or its assigns which are developing the residential projects within the properties are exempted from paying any assessments on projected units which it owns.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas, private roadways and/or other areas and facilities for the common benefit of the residents within the properties. An assessment may be used for common maintenance of lots if approved by the Association. A portion of the assessments may be paid to the Master Association for maintenance of the grounds throughout the entire La Cita P.U.D. in accordance with Section 10 below.

**Section 3. Annual Assessments.** The annual assessments provided for hereinafter shall commence as to all Units and Projected Units subject to assessment on the first (1st) day of the month following the recording of this Declaration and due on the first (1st) day of January each and every year thereafter. The first (1st) annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period and shall send written notice to every owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Unit or Projected Unit have been paid, which certificate shall be binding upon the Association as of the date of issuance thereof.

**Section 4. Maximum Annual Assessment.** The maximum annual assessment for the first year in which assessments commence shall be \$600.00 per Unit or projected Unit.

(a) From and after the first year' as defined above, maximum annual assessment may be increased each year not more than twenty-five percent (25%) above the maximum assessment for the previous year without a vote of the membership. Notwithstanding anything herein to the contrary, the Board of Directors in their sole discretion may determine that certain additional maintenance and services are necessary and essential to the effective operation of the Association and the Board of Directors upon unanimous vote may elect to increase the assessment above twenty-five percent (25%) more than the previous year but in no event more than fifty percent (50%) more than the previous year unless consented to as provided in Section

5 and 6 herein. In the event the assessment is increased by more than twenty-five (25%), the Board of Directors must specify in its minutes passing the budget what items it considers necessary and essential to the operation of the Association and the reasons therefor.

(b) Except as set forth above, the maximum annual assessment may be increased above twenty-five percent (25%) by a vote of two-thirds (2/3) of each class members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) It is contemplated, but not guaranteed, that the Declarant may install security gates at the entrance road to the subject property and in future phases. Upon the installation of these security gates or other similar security devices, the Board of Directors shall increase the budget to cover the annual expense of operation and maintenance of such security device without the vote of the Association membership. Furthermore, such increase in the budget shall not be included in the limitation in increasing the budget as set forth in Section 4(a) above.

**Section 5. Special Assessments for capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year-only for the purpose of defraying, in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property and the financing of same related thereto, PROVIDED THAT any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 6. Notice and Quorum for Any Action Authorized under Sections 4 and 5.** Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

**Section 7. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Units and Projected Units within a platted section subject to assessment and may be collected on a monthly, quarterly or annual basis. However, annual assessments may vary from platted section to platted section, i.e., the Village Grove of La Cita Phase I Unit I budget contains low maintenance fees whereas this subdivision may not. Thus, the assessments among platted subdivisions may be different for this reason.

**Section 8. Effect of Non-Payment of Assessments Remedies of the Association.** Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum and shall have a \$25.00 late fee after thirty (30) days from the due date. The Association shall have a lien on the owner's property for any unpaid assessments and interest thereon and all costs which have been assessed against the owners. If the Association decides to make the assessment payable in installments, if the unit owner fails to pay an installment when due, the entire year's assessments shall immediately become due

and payable and the Association lien may be in the accelerated amount. The lien shall be effective from and after the time of recording in the Public Records of Brevard County, Florida, of a Claim of Lien stating the description of the property, the name of the record owner, the amount due and payable and the date when the lien shall have been fully paid. All such Claims of Lien shall include only assessments which are payable and due when the Claim of Lien is recorded, and all such Claims of Lien shall be signed and verified by an officer or agent of the Association. Where as such liens shall have been paid in full, the party making payment thereof shall be entitled to receive a Satisfaction of such lien in such form that it may be recorded in the Public Records of Brevard County, Florida. The Board of Directors may take such action as they deem necessary to collect assessments, by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interest of the Association. The delinquent owner shall pay all costs including reasonable attorney's fees, incurred by the Association incident to the collection of such assessments, together with all sums, advances and taxes, mortgagee and insurance. The lien shall be deemed to cover said additional costs and advances. Filing of one action shall not be a bar to the filing of other actions. The Association through its Board of Directors will be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and it may apply as a cash credit against its bid all sums due the Association covered by the lien enforced. No owner may waive or otherwise escape personal liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit or Projected Unit.

**Section 9. Subordination of the Lien to Mortgage.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Unit or Projected Unit shall not affect the assessment lien. However, the sale or transfer of any Unit or Projected Unit pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit owner or Projected unit owner from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 10. Assessment Payable to the Master Association.** In addition to the assessments set forth above, each Unit Owner and Projected Unit Owner may pay to the Master Association an annual assessment as may from time to time be charged in accordance with Declaration of Covenants, Conditions and Restrictions for La Cita Section Five as recorded in O.R. Book 2429, page 1705 public Records, Brevard County, Florida. These assessments will be collected by the Association and remitted to the Master Association.

## Article V - Covenants for Maintenance

In addition to covenants for maintenance assessments as provided hereinbefore, each Unit Owner and Projected Unit Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, including but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements as is consistent with good property management. If in the opinion of the Board of Directors of the Association, any Owner fails to perform the duties imposed by the preceding sentence, the Association, after approval by two-thirds (2/3) of the Board of Directors of the Association and after fifteen (15) days written notice to Unit Owner or projected Unit Owner, to remedy the condition in question, shall have the rights, through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint, and restore the Lot or such improvements and the cost thereof shall be assessed and become a binding, personal obligation of such Unit Owner or Projected Unity Owner as well as a lien (enforceable in the same manner as any other assessment as provided for herein) upon the Lot in Question. The lien as provided for herein shall be conditioned by Article IV, Section 9.

### **\*\*\*Additional master HOA Maintenance restrictions\*\*\***

*Each owner, renter, and lessee of property in La Cita shall keep that property in good order and repair. If, in the opinion of the Architectural Review Board (ARB) an owner fails to maintain their property, the Association will institute corrective action consistent with the procedure stated in Article V of the Master HOA. Covenants.*

## Article VI – Streets

**Section 1. Private Streets.** All streets within the Plat (Tract A) are private streets and have not been dedicated to the public use.

### **\*\*\*Tract A: Includes all streets within Village Woods of La Cita\*\*\***

**Section 2. Maintenance of Streets.** The maintenance and repair of all private roadways shall be the responsibility of the Association.

**Section 3. Cost to be Included in Budget.** The cost of the maintenance and repair of the private roadways shall be included in the annual budget and collected in accordance with the provision of Article IV herein.

**Section 4. Liability Insurance.** The Association shall maintain at all times sufficient liability insurance upon the Association and its Directors to protect same from any negligent act for which a third party may suffer damages.

**Section 5. Rules and Regulations.** The Association shall have the authority to promulgate rules and regulations concerning the use of the private roadway to include speed limits, guard house, speed humps, etc.

## Article VII - Drainage and Retention Areas

**Section 1. Drainage/Retention Easement.** Tracts B, C, D and E, Plat of Village Woods of La Cita are drainage, common and/or retention areas, The Association shall maintain these tracts in an operable condition at all times.

### ***Village Woods Drainage, Common and/or Retention Area Tracts***

- *Tract B: East Pond/Retention Pond #19 and Front Pond East/Retention Pond #15, 10-foot Drainage Easement/Lake Maintenance Access Easement between 2690 La Cita Lane and Camelot Estates*
- *Tract C: Common area along La Cita Lane bordering Camelot Estates*
- *Tract D: Front Pond West/Retention Pond #14*
- *Tract E: West Pond/Retention Pond #18*

**Section 2. Easement Reserved.** Declarant reserves for itself, its successors and assigns an easement over and through all tracts referenced in the article above for purposes of drainage and/or water retention for property owned by Declarant adjacent to properties herein described in Exhibit "A" and reserves an ingress and egress easement over all tracts for itself, future Unit Owners and/or the property owners in the subdivision which may abut this subdivision.

## Article VIII - Architectural Control

**Section 1. Master Architectural Review Board (ARB).** The Master Association, referred to as Homeowners of La Cita Inc, has established a Master Architectural Review Board (ARB) for review and approval of proposed structures within the subdivision. No building, fence, wall, awning or other structure shall be commenced, erected or maintained nor shall any exterior addition to or change, alteration or interior modification which would change the exterior appearance of any lot be made until plans and specifications showing the nature, kind, shape, height, color, materials and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structure and typography by the ARB. In the event the ARB fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

**\*\*\*See *HOME EXTERIOR AND LAWN MODIFICATIONS - MASTER HOA RESTRICTIONS* for detailed master HOA Architectural Control restrictions \*\*\***

**Section 2 Exceptions.** These architectural controls do not restrict interior modifications of a structure that are not visible from the parcel's frontage or an adjacent parcel or an adjacent common area. ARB review and approval is not required for plans and specifications for a central air-conditioning, refrigeration, heating, or ventilating system if such system is not visible from the

parcel's frontage, an adjacent parcel, or an adjacent common area and is substantially similar to a system that is approved or recommended by the association or a committee thereof.

## **Article IX - Rented Units**

Notwithstanding any other covenant contained in this Declaration, the Association's Articles of Incorporation or the Association's By-Laws and to the extent permitted by law, in the event Units are rented, the following provisions shall apply:

(a) The Owner of the rented Unit and not the tenants thereof shall be the "Owner" for the purposes of assessment and voting.

(b) This Declaration of Covenants, Conditions and Restrictions shall be binding on all tenants. Unit owners shall have the responsibility to require of its tenants full compliance with the provisions hereof.

(c) No Unit Owner shall lease his, her and/or its Unit until such Unit Owner has owned the Unit for a period of two (2) years. For purposes of this paragraph, a change of ownership does not occur when a parcel owner conveys the parcel to an affiliated entity, when beneficial ownership of the parcel does not change, or when an heir becomes the parcel owner.

(d) No lease of a Unit shall be for less than a period of six (6) months duration.

(e) No more than 15 Units within Village Woods of La Cita may be rented Units.

(f) Unit owners must submit a Village Woods of La Cita HOA Notice of Intent to Lease form to the Secretary of the Board prior to tenant move in.

**\*\*\*See Attachment 4 – Village Woods of La Cita Intent to Lease Form\*\*\***

## **Article X - Maintenance Agreement**

For the purpose of the Association providing the required maintenance pursuant to the terms of this Declaration, the Association shall have the right to enter into a maintenance agreement with a third party, which third party may be the Declarant, for the purpose of contracting for maintenance and operation of the Common Areas and/or other areas and facilities for the common benefit of the residents. The terms and conditions of any such agreement shall be determined by the Board of Directors of the Association.

## **Article XI - General Covenants and Restrictions**

**Section 1. Governmental Regulation.** The laws and ordinances of the City of Titusville, and the State of Florida, as well as the rules and regulations of their administrative agencies now or hereafter in effect, are hereby incorporated herein and made a part hereof.

**Section 2. Utilities.** All utilities, including telephone, televisions, cable and electrical systems shall be installed underground. Electrical transformers shall be placed on the ground and shall be contained in padmount enclosures or vaults. Landscaping with shrubs and plants to screen all utility facilities permitted above ground must be provided.

### **Section 3. Tree Removal.**

- All trees of four inches in diameter at the base or larger, shall be preserved unless they exist within:
  - A proposed public or private easement or drainage facility
  - Proposed structural dimensions
  - Five feet of a structure
  - Proposed driveways
  - Within proposed active recreational areas
- ALL TREES TO BE REMOVED MUST FIRST BE APPROVED BY THE ARB.

### **Section 4. Signs.**

- No signs of any kind, unless approved by the ARB, shall be exhibited in any way on or above the described properties, including any and all signs to be painted on any side or face of a structure without written approval from the ARB.
- The ARB reserves the right to issue permits to Unit owners or Projected Unit Owners for the erection of certain signs on a temporary basis which would vary from the usual norm of other signs.
- No window or political signs shall be permitted under any circumstances.

#### **\*\*\*Additional master HOA Sign restrictions\*\*\***

- *Approved signs shall be placed so as not to obstruct the view of normal street traffic.*
- *"For Sale", "For Lease", and "For Rent" are the only signs allowed and shall not exceed 18 inches by 24 inches per residence, or six (6) square feet per building or lot. Only one sign shall be on the property.*
  - *Signs must be removed not later than two weeks after the sale or rental of the property.*
- *Signs must be maintained to have a neat appearance at*
- *Sign color shall be harmonious with colors of on-site or proposed structures. Bright colors shall only be used in moderation. No fluorescent or glow colors will be permitted.*
- *All signs shall be professionally painted and provide a neat, orderly appearance.*

## Section 5. Animals.

- No animal husbandry shall be conducted or maintained on said properties provided, however that house pets only shall be excluded from this restriction.
- In the event there is a dispute as to whether or not a particular animal is a house pet, the affirmative vote of the Board of Directors shall be binding on all Lot Owners.

### **\*\*\*Additional master HOA Animal restrictions\*\*\***

- *All dogs, cats and other walking animals must be kept on a leash at all times outside of the home or fenced in area.*
- *Owners are required to pick up after their pets. to pick up after their pets.*

## Section 6. Certain Vehicles Prohibited.

- No house-trailers, mobile homes, motor homes, boats or trailers or similar vehicles, and commercial motor vehicles as defined in Florida Statute 320.01 shall be parked where visible from the parcel's frontage or an adjacent parcel, or an adjacent common area.
- No lots shall be used as a junk yard or an auto graveyard.
- No trucks larger than a standard pick-up truck shall be permitted to park in the subdivision for a period of more than four hours unless same is present for the purpose of an actual active continuous construction or repair of buildings or other improvements.
- This restriction does not prevent a property owner or a tenant, a guest, or an invitee of the property owner from parking his or her work vehicle, which is not a commercial motor vehicle as defined in Florida Statute 320.01(25), in the property owner's driveway.

### **\*\*\*Additional master HOA Vehicle restrictions\*\*\***

- *Portable on demand storage containers (PODS), situated on the driveway, or other location on the homeowners' property is limited to a stay of seventy-two (72) hours.*
- *Waste dumpsters in support of new home construction in La Cita are permitted for up to 9 months. Dumpsters for any other reason, including interior alterations or moving in or out, are restricted to no more than 30 days. Any exceptions must be approved by the ARB.*

## **Section 7. Common Areas to Remain Open.**

- No structures shall be constructed in any of the green-ways, canals, lakes, or other connecting bodies of water except as approved by the Board of Directors.
- Boats are prohibited from being used in the lakes within said properties, except by specific individual permit issued by the Board of Directors.

## **Section 8. City Water and Sewer Required.**

- All buildings shall be connected at the owner's expense to Central Water and Sewer Utilities.
- Incidental utility or service structures and detached garages, if otherwise permitted, shall not be required to make such utility connections.
- However, wells may be maintained for outside use, including watering of lawn, swimming pools, etc., subject to approval of duly constituted public authorities and the ARB.

## **Section 9. Subdivision of Lots.**

- No lot in the Properties can be divided or resubdivided without the specific written authorization and approval by the Board of Directors.
- In no event, shall a lot be redivided so as to create a violation of any of the restrictions herein established or ordinances, regulations or statutes of the City of Titusville or the State of Florida.

## **Section 10. On-Street Parking Prohibited.**

- No parking is permitted in the travel section of any roadway or street.

### **\*\*\* Additional Clarification \*\*\***

- *Vehicles are out of the “travel section of the street” when parked with wheels along the concrete curbing and not obstructing the normal flow of traffic.*

**Section 11. Abandonment Construction.** In the event a construction project of any sort is abandoned and remains so for a period of six (6) months, the Board of Directors may take possession of the site and complete the construction or take possession of such uncompleted construction and destroy the work and landscape the area. All costs, expenses and fees incurred by the Association in carrying out the construction or demolition herein provided for shall be a lien on the applicable lot(s) and shall be subject to enforcement as provided in Article IV herein.

## **Section 12. Parking of Trailers, Boats, Etc.**

- Trailers, boats, campers, motor homes or other similar equipment may not be stored or parked in the residential areas of said properties except in enclosed garages or in enclosed areas, which completely screens or blinds the equipment from common areas, recreational areas, streets or adjacent residences.
- Any garage or storage area constructed for storage purposes must be aesthetically compatible with the primary residences.

### ***\*\*\* Additional master HOA Parking restrictions \*\*\****

- *Boats, trailers, trucks (larger than a pickup), commercial vehicles, campers, mobile homes, motor homes, or similar equipment may not be stored, or parked for more than four hours a day on any property in La Cita unless it is enclosed in structure approved by the ARB.*

## **Section 13. Clotheslines.**

- No clothing or any other household fabrics shall be hung outside a Unit unless it is within an enclosed courtyard and not visible to any person other than the Unit owner.
- No machinery shall be placed or operated upon any lot except such machinery as is usual in maintenance of a private residence, provided however, that nothing contained in this Section 13 shall have the effect of prohibiting the use of energy devices based on renewable resources in violation of Florida Statutes 163.04.

**Section 14. Antennas and Satellite Dishes.** (Updated to be in accordance with US Federal Regulation § 1.4000 and master HOA restrictions). External Antennas may not exceed 1 meter. Antennas shall not be mounted in exposed locations on the roofs of homes when other alternatives exist. Antennas may be wall mounted but shall not extend beyond the footprint of the overhanging roofline. Ground mounted antennas shall be shielded from view.

**Section 15. Separate Structures.** All storage buildings, utility sheds, greenhouses, and other similar structures not made an integral part of the architectural design of the main structure shall be prohibited.

### ***\*\*\*Additional master HOA Separate Structure restrictions \*\*\****

- *A lockable high density polyethylene enclosure may be approved if it becomes an integral part of the architectural design by being securely bolted to the main structure, is colored to match the main structure, extends no more than two (2) feet from the main structure and is at least partially shielded from view from the street and/ or golf course with landscaping.*
- *All detached structures are prohibited unless it is identical in material and color to the main structure or individually approved by the ARB.*

### Residence Minimum Size (Master HOA Restriction)

- *No residence shall be erected, maintained or be permitted to be erected or maintained on any detached single family residential lot which contains less than two thousand (2,000.00) square feet of air-conditioned living space.*

## Article XII - General Provisions

**Section 1. Governmental Compliance.** All restrictive covenants listed and/or contained herein, are subject, in all instances, to compliance with the City of Titusville, and State of Florida, health ordinances, restrictions and regulations, zoning regulations or other established pertinent restrictions, and in particular when the said City and State requirements exceed the requirements of the restrictions contained herein.

**Section 2. Duration.** These restrictive covenants, easements, reservations and requirements upon the land described within Exhibit A shall run with the land and remain in full force and effect, until January 1, 2008, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by vote of a majority of the owners entitled to vote on January 1, 2008 or at the end of each successive ten (10) year period thereafter said voters agree to change said covenants in whole or in part of the best interest of the Association at which time the modifications to these covenants shall be evidenced by the recording in the public Records of Brevard County, Florida of an amendment to this Declaration of Covenants, Conditions, and Restrictions setting forth such amendments.

**Section 3. Enforcement.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant now or hereafter imposed by the provisions of this document either to restrain violations or to recover damages, or both. The prevailing party shall be entitled to recover, in addition to the cost and disbursements allowed by law, such sums as the court may adjudge to be reasonable for the service of his attorney. Failure by the Association, Declarant or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 4. Severability.** These covenants and restrictions are severable and the invalidation of one shall not invalidate any other covenant hereof, and each covenant shall be independent to such extent.

**Section 5. Subsequent Declarations.** Declarant reserves the right to file subsequent Declaration of Covenants, Conditions and Restrictions regulating the use to which the property described in Exhibit A can be put and establishing zones and designating lots as to zones for the purpose of establishing minimum size buildings to be located thereon.

**Section 6. Amendment.** The Declarant, its successors, assignees, or duly authorized agent or agents, by recorded instrument, reserves the right, from time to time, to subsequently amend, alter, or change these covenants and restrictions, and use restrictions, without the approval of the Association, by filing an amendment thereto upon the public records of Brevard County, Florida, otherwise these restrictions may be amended by a majority of the Unit Owners at a meeting of the members at which a quorum has been attained (e.g., once a quorum of Unit Owners attending in person or by limited proxy has been obtained, at an annual or special meeting of the members of the Association, a majority of those Unit Owners attending the meeting in person or by limited proxy may amend the restrictions). Prior to any such amendment becoming effective, it must be approved by the City Council of the City of Titusville and such approval recorded on the Public Records of Brevard County, Florida.

**Section 7 Stage Development.** – *Omitted. Not relevant for Homeowner Handbook.*

**Section 8. Rules of Association.** Reasonable rules and regulations may be made and amended from time to time by the Association and shall be made for the purpose of regulating the conduct and actions of the members as well as the use of the common areas, the preservation of the property of the Association, and the safety and convenience of the users thereof.

**Section 9. Developer's Easement.** Declarant reserves for itself, its successors and assigns, a Right-of-Way easement to erect, maintain and use utilities, electric and telephone poles, wires, cable conduits, storm sewers, sanitary sewers, water mains, gas, sewer, waterlines or other public conveniences, for utilities on, in and over any area designated as an easement, private street and/or Right-of-Way area on a recorded plat. Further, the Declarant reserves for itself, its successors and assigns, an exclusive easement for the installation and maintenance of radio and television cable within such Right-of-Ways, easement and common areas.

**\*\*\*Additional Plat Sewer restrictions\*\*\***

- *Maintenance of the sewer system shall be the responsibility of the Homeowners Association of Village Woods at La Cita (Village Woods at La Cita Phase Three from Brevard County Plat Book 49, Page 68)*

# **HOME EXTERIOR AND LAWN MODIFICATIONS - MASTER HOA RESTRICTIONS**

Anytime an exterior modification is considered for your home or lawn, a Design Review Application must be filled out and submitted to the Homeowners of La Cita, Inc. (master HOA) Architectural Review Board. You can contact RealManage at [LACITA@CiraMail.com](mailto:LACITA@CiraMail.com) to obtain an application.

Village Woods of La Cita is a sub-homeowner association (sub-HOA) of the master homeowners association - Homeowners of La Cita Inc. The Homeowners of La Cita, Inc. (master HOA) oversees the large, planned unit development of La Cita as well as the other homeowner associations within La Cita. As a sub-homeowner association, Village Woods of La Cita HOA is subject to all of the rules and regulations of the Homeowners of La Cita, Inc. (master HOA).

All complete signed copies of Association governing documents can be found at the Brevard County Clerk of Court, Official Records <https://vaclmweb1.brevardclerk.us/AcclaimWeb/>.

## **Architectural Review Board (ARB) and Applicant Responsibilities**

The Architectural Review Board (ARB) and the Code Compliance Committee (CCC), under the direction of the Board of Directors of the Homeowners of La Cita, Inc., are responsible for enforcement of the Covenants, Criteria and Rules and Regulations included in this document. Owners should review these criteria, rules and regulations to ensure compliance with the deed restrictions of the La Cita PUD.

In the event of planned construction or modification of existing exterior structures the Property Owner (applicant) is fully responsible for the following:

1. Preparation and submittal of the Design Review Application (DRA) and remittance of the application fee as defined.
2. Work of any contractor or subcontractor and their employees.
3. Compliance with all laws, codes, and ordinances of any governmental agency or body with jurisdiction over the development and construction of residential or commercial buildings including determination of environmental restrictions, flood hazards, drainage, and grading requirements and all surface and sub-surface soil conditions.
4. Compliance with the current Architectural Control Criteria and Rules and Regulations of the HOL, Inc.

The Application Fee for all new and existing single-family dwellings and for existing individual multi-family dwellings is \$20.00 (per annual year). The fee for new multifamily dwellings is \$20.00 plus \$5.00 for each unit. Fees are doubled if construction has begun prior to submittal of the application. The check should be made payable to the Homeowners of La Cita, Inc.

Upon receipt of a properly completed application and fee, the ARB will review applicant's plans and specifications, and will render one of the three types of decisions:

1. Approved, with/without comments
2. Approved, subject to limiting conditions
3. Disapproved.

If an application is disapproved by the ARB, or if the applicant does not agree with the limiting conditions contained in an approved application, or if any homeowner wishes to appeal the ARB decision, they may request a review hearing in writing to the ARB. Upon receipt of the request for review, the ARB will schedule a meeting within thirty (30) days. This review hearing will be heard by the Board of Directors of the HOL, Inc. All decisions forthcoming from this review will be final.

Construction must commence within ninety (90) days and must be completed within nine (9) months of the Design Review by the ARB. Extensions may be granted under special circumstances by the ARB. Such requests must be made in writing and should state the exact reasons for the extension.

## **Architectural Control Criteria**

The purpose of these Architectural Control Criteria is to give residents, architects, and builders a clearer idea of what applications are most likely to be approved by the ARB. Any questions pertaining to these Criteria should be addressed to the chairman of the ARB. Each criteria is numbered so that it will be easier for residents and the ARB to identify them in the architectural review process.

### **Criteria No. 1: Design Criteria**

#### Exterior Design:

1. Architectural motif and exterior elevations will be reviewed for aesthetic appearance in terms of the overall dwelling unit and its relationship to other existing units based on location, size, quality, and price range within the community.
2. The ARB discourages the mixing of styles in near proximity to each other. For example, placing of an English Tudor next door to a Florida contemporary home.
3. Approval of exterior design will be based on architectural theme and will consider mass and scale; materials, textures, colors, and finishes, continuity between primary design elements and secondary surface treatments; placement of windows, doors, and openings; vertical and horizontal lines.

### Exterior Materials and Color

1. Exterior materials shall be harmonious with the architectural motif of each dwelling in the community development as a whole. Depending on particular applications, the following materials have been approved by the ARB:
  - a. WOOD (cypress, cedar, redwood): Board and barren; lap siding; cedar shakes (roofs); tongue and groove siding.
  - b. PLYWOOD / CLAPBOARD: (will be considered on its own merit)
  - c. STUCCO: (Approval subject to application, texture, and use of other primary, secondary, or decorative treatments)
  - d. MASONRY: Natural stone and brick; concrete block with approved surface treatments
  - e. WINDOWS: Wood or aluminum frame (anodized, E.S.P. or baked on enamel)
  - f. VINYL SIDING: (Eight- inch minimum width x 0.046 minimum thickness)
2. Large areas of colors should generally be flat pastels or earth tones for stucco and earth tones for brick, stone, plywood, and most wood and clap board siding.
3. The ARB reserves the right to deny color schemes that are not compatible with the surrounding neighborhood.
4. Approved roofing materials include wood shakes, slate, concrete tile with integral color, clay tile and selected asphalt shingles. Other roofing materials including metal configured to simulate other forms of approved roofing will be reviewed on their own merit, but are subject to rejection by the ARB. Under no circumstance will a white tile roof be approved by the ARB.
5. Flat roofs, tar and gravel surfaces will not be approved for residential dwellings.
6. For low-rise residential units, the minimum roof pitch shall be four inches to twelve inches for gable, shed, and hip roofs: other architectural styles may require less pitch, and will be reviewed on their own merit by the ARB.

### Fillings / Excavations / Grading / Drainage:

1. Applicant shall be responsible for grading and surface drainage so that surface run-off will not adversely affect adjoining properties, interfere with natural drainage flows or collect in low areas, swales, driveways, or paved parking areas.
2. Applicant shall provide rip-rap, stepped terraces or other forms of erosion control as may be required by the ARB.

### Landscaping:

1. All developers and contractors shall make a diligent effort to protect all remaining trees during construction, to provide staked-off areas to protect root systems from heavy vehicles and equipment, to install tree wells and to take other precautions in cases where fill is required around trees. A minimum of one (1) shade tree of an approved type must be planted for every 2,000 square feet of gross lot area or fraction thereof. Minimum height shall be eight (8) feet with a trunk diameter of two (2) inches, measured three (3) feet above grade. Existing trees approved by the ARB, with equal or greater specifications will be credited toward the above requirement. Approved trees include, but are not limited to palm, oak, maple, and magnolia. Other trees will require ARB approval.
2. A minimum of thirty (30) ornamental shrubs (24 inches high) shall be required for each single-family home and each dwelling structure with four (4) units or less. Landscape plans for multi-family projects with five (5) or more units shall be reviewed on their own merit. (No hedges are permitted on the rear of any lot which abuts any portion of the golf course.) Approved sod is limited to any variety of St. Augustine grass or Palisades Zoysia.
3. A minimum of twenty-five (25) percent of the required plant material must be placed on the golf course side of all lots abutting the course.
4. Irrigation systems providing full coverage shall be required for all lots. Automatic time clocks shall be included in all systems. As a source of irrigation, reuse water may be available for a nominal connection and annual fee.
5. A minimum of approved landscape material must be planted no later than thirty (30) days after Certificate of Occupancy (CO) is issued, unless a waiver is granted by the ARB.

### **Criteria No. 2: Utilities / Service Areas and Accessories**

1. All garbage containers or other service utility equipment, AC compressors, water softeners, oil / gas tanks, pool equipment, shall be located on the side or rear yards and shall be screened or walled from the front streets, adjoining properties and from the golf course. Wood fencing, masonry walls, or shrubbery shall be considered acceptable screening.

2. No clotheslines shall be allowed in areas visible from streets, adjoining properties or from the golf course.

### **Criteria No. 3: Job Site Conditions**

1. If temporary construction signage, roads, fencing, storage sheds, waste containers, contractor shacks, material storage areas, portable toilets, etc. are required for single or multifamily projects, approval shall first be obtained from the ARB. Location of such items must be indicated on the site plan prior to the Design Review.
2. The condition of job sites shall be neat and orderly during construction. Debris must be removed frequently, and street frontage shall be swept clear of sand, concrete, and rubbish whether caused by the contractor, material supplier, or their employees.
3. Lots adjoining construction sites may not be used for material storage or for dumping of debris.

#### **Criteria No 4: Fences, Walls, and Hedges**

1. Applications are required for all fences and walls. Applications are not required for hedges and other landscape plantings, but on lots abutting the golf course hedges are not permitted to extend beyond the back of the main structure unless specifically permitted by the ARB and must be maintained at a height of 36 inches or less.
2. Applications for fences or walls must include the style, material, dimensions, color, and a site plan showing the relationship to adjacent houses and property lines. Chain link fences will not be approved.
3. No fence or wall except retention walls, are permitted to extend beyond the rear of the house on any lot abutting the golf course.
4. No fence or wall except retention walls, are permitted nearer the street than the house itself on any lot within the community.
5. Retention walls anywhere are not permitted to be more than one (1) foot above the elevation of the main living area floor.
6. All fences and walls shall be maintained to have a neat appearance at all times. Items not maintained to the satisfaction of the ARB must be refurbished or removed.

#### **Criteria No. 5: Parking Areas / Garage Doors and Criteria No. 6: Minimum Dwelling Size**

*Omitted – Not relevant for Homeowner Handbook as these focus on initial construction*

#### **Criteria No. 7: Major and Minor Remodeling**

1. Applicants who plan to make major or minor changes to the exterior of their dwelling or property must submit a Design Review Application.
2. Installation of security doors and window bars will not require ARB approval.
3. Installation of permanent storm shuttering systems will require ARB approval.
4. Should a homeowner make a major or minor modification to their property, and then submit an after the fact Design Review Application for approval, the application fee will be doubled.
5. Modifications to existing concrete driveways, such as replacement with pavers, or the application of surface coatings (or paint), will require ARB approval. In general, new colors shall be earth tones and shall not clash with existing house colors.
6. All installations of a new roof will require ARB approval. The ARB fee will be waived if the old roof and the new roof are the original material and color.
7. Exterior painting of a home or any part of a home or shed will require ARB approval. The ARB fee will be waived if painting the same color.

## **Criteria No. 8: Basketball Backboards, Antennas and Flag Poles**

1. All basketball backboards require ARB approval.
  - a. The backboard may be directly attached to the house, garage, or may be attached to a free-standing pole. The pole cannot be made of wood.
  - b. The homeowner is responsible for maintaining the condition of the backboard to the high standards of La Cita.
  - c. The backboard cannot be used after sunset.
  - d. The backboard and pole must be removed when the homeowner sells his/her property, unless re-authorized by the ARB.
2. External Antennas may not exceed 1 meter. Antennas shall not be mounted in exposed locations on the roofs of homes when other alternatives exist. Antennas may be wall mounted but shall not extend beyond the footprint of the overhanging roofline. Ground mounted antennas shall be shielded from view. If there is any question as to the allowable positioning of your antenna, contact the ARB for approval prior to installation.
3. Special braces may be attached to a residence to hold an American flag for use on special holidays, such as Independence Day.
4. Free standing flag poles are allowed provided they are approved by the ARB.

Criteria for approval are as follows:

- a. Poles shall be located a minimum of 13 feet back from the curbing.
- b. Poles shall be no higher than the highest point of the homeowners' roof line.
- c. Poles shall be metal or plastic, no wooden poles are permitted. Aluminum poles are recommended.
- d. If painted, poles may be white or painted to match the home's color.
- e. Poles shall be firmly planted in the ground, and shall withstand a wind load of 125 miles per hour.

## **Criteria No. 9: Decks, Patios and Walkways**

Design Review Applications to the ARB are required for all decks, patios, driveways and walkways. The design, location, color, and size of the structure shall conform to the design of the house and its relationship to neighboring dwellings. Coloring on walkways is restricted to earth tones only.

### **Criteria No. 10: Pools and Spas**

1. Above grade pools are not permitted in La Cita.
2. Children's plastic wading pools do not require ARB approval provided they are emptied at night.
3. In ground pools and spas must be within a screened in area or completely enclosed by a six foot or taller approved fence or wall with a lockable gate.

### **Criteria No. 11: Mailboxes**

Mailbox styles in La Cita are not restricted, except where local area requirements take precedence. In general, stand-alone plastic boxes, post mounted metal boxes, post office group metal boxes, etc. are all acceptable. Masonry mounted boxes are also acceptable. However, in the case of stucco mounted boxes, the stucco shall be painted to match the basic house color.

### **Criteria No. 12: Other Structures**

All storage buildings, utility sheds, green houses, and any other structures not made an integral part of the architectural design of the main structure shall be prohibited. A lockable high density polyethylene enclosure may be approved if it becomes an integral part of the architectural design by being securely bolted to the main structure, is colored to match the main structure, extends no more than two (2) feet from the main structure and is at least partially shielded from view from the street and/ or golf course with landscaping. All detached structures are prohibited unless it is identical in material and color to the main structure or individually approved by the ARB.

Homeowners of La Cita, Inc. Architectural Review Board

## DESIGN REVIEW APPLICATION

This is a generic form to be used for initial construction or for alterations to private property within La Cita. All construction shall be in accordance with published design standards. Please 1) Fill in the applicable information below; 2) Provide one copy of your drawing/sketches/material samples for ARB review; 3) Payment will be added of \$20 to your homeowners ledger for payment. 4) Email application to [Lacita@ciramail.com](mailto:Lacita@ciramail.com)

\*\*\*\* An ARB application must still be submitted if renovating the home with like materials and colors, however, the \$20 application is NOT required\*\*\*\*

FROM: (Owner(s) name(s)): \_\_\_\_\_ Date: \_\_\_\_\_

Phone#: \_\_\_\_\_ Property Address: \_\_\_\_\_

SECTION/SUBDIVISION:

CONSTRUCTION (please check one): New: \_\_\_\_\_ Modification/Alteration: \_\_\_\_\_

SQUARE FOOTAGE: Interior 1st Floor      2nd Floor      Porches      Garage

Other \_\_\_\_\_ Total Square Footage: \_\_\_\_\_

Builder/Contractor Name: \_\_\_\_\_ Phone \_\_\_\_\_

Address

**MATERIAL/COLOR SUMMARY: (Color Chips (from approved color list), Material Samples (or Photos) are required as applicable to be used in new construction or in modifications to the exterior of existing home.) \*\*\*\*\* Plats will be required for fences, patios, pools, driveway & home extensions, & walkways. \*\*\*If these items are not included, the application will be denied. \*\*\***

**In detail below, describe the work to be performed and exact materials to be used in construction/alteration.**

\*\*\* For tree removal, include species of tree(s) and reason for removal\*\*\*

**Applicant Signature** \_\_\_\_\_ **Applicant Email** \_\_\_\_\_

**Approval / Disapproval:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **GARAGE SALES & ESTATE SALES - MASTER HOA RESTRICTIONS**

Village Woods of La Cita is a sub-homeowners association (sub-HOA) of the master homeowners association - Homeowners of La Cita Inc. The Homeowners of La Cita, Inc. (master HOA) oversees the large, planned unit development of La Cita as well as the other homeowner associations within La Cita. As a sub-homeowner association, Village Woods of La Cita HOA is subject to all rules and regulations of the Homeowners of La Cita, Inc. (master HOA).

All complete signed copies of Association governing documents can be found at the Brevard County Clerk of Court, Official Records <https://vaclmweb1.brevardclerk.us/AcclaimWeb/>.

### **Garage Sales and Commercial Use of Property**

No commercial use of properties within La Cita is allowed. No used equipment, such as: automobiles, motorcycles, bicycles, riding lawn mowers, etc. shall be placed on the right-of-way of any roadway in La Cita and offered for sale. (Note: the roadway right-of-way extends from the road to beyond the sidewalk.)

In La Cita, garage sales may be held three (3) times a year. Specifically garage sales may ONLY be held the last full weekend in January, May and October. Requests for emergency sales on dates other than those specified shall be submitted to the Homeowners of La Cita, Inc. (master HOA) Board of Directors for approval.

## La Cita Estate Sales Permit Application

Applicants Name: \_\_\_\_\_

(Please Print)

Estate Sale Address: \_\_\_\_\_

Contact Number: \_\_\_\_\_ Email address: \_\_\_\_\_

Dates of Estate Sale: \_\_\_\_\_

(TWO CONSECUTIVE DAYS)

Estate Sale Company: \_\_\_\_\_

(If used 'must be bonded and insured)

An Estate Sale or Estate Liquidation is a sale or auction (hereinafter collectively referred to as the "Estate Sale") to dispose of a substantial portion of the materials owned by an owner, resident, tenant or occupant of a unit:

1. who is recently deceased; or
2. who must dispose of his/her personal property to facilitate a move from the unit when the unit is under contract for sale and the person whose assets are being sold will permanently move from the unit within thirty (30) days after the date of the Estate Sale or no later than the date of sale of the unit, whichever occurs first; or
- 3 who must dispose of his/her personal property to facilitate a move from the unit when the lease thereof has been or will be terminated and the tenant(s) whose assets are being sold will permanently move from the unit within thirty (30) days of the date of the Estate Sale or the date when the lease terminates, whichever occurs first;
4. who must dispose of his/her personal property to facilitate a move from the Unit when some other transfer thereof is imminent and the occupant(s) whose assets are being sold will permanently move from the unit within thirty (30) days after the date of the Estate Sale or the date of the other transfer of the unit, whichever occurs first.

### Conditions of Approval

Estate Sales are prohibited unless each and every one of the following requirements and criteria are met:

- All articles for sale must be the property, personal assets and/or effects of the Owner, Tenant and/or Occupant of the unit who will be deceased or moving within 30 days, as set forth above.
- Sales of pets as well as all other animals are prohibited.
- The Owner of the Unit where the Estate Sale shall be occurring, as well as any Residents, Tenants or Occupants conducting the Estate Sale, shall insure that any and all parking of motor vehicles shall comply with all of the Association's Rules & Regulations as well as

parking restrictions set forth in the Association's Governing Documents, as well as any and all other criteria or Board-adopted conditions enacted by the Association.

- Estate Sales shall only be conducted between the hours of 8 A.M. to 6 P.M.
- Estate Sales for more than two days are prohibited.
- The Estate Sales of an Owner, Tenant or Occupant of a Unit may only transpire upon that Owner's, Resident's, Tenant's and/or Occupant's house, garage and driveway.
- All signage for Estate Sales shall be approved by the Association and any sign may not exceed 18 inches by 24 inches. Additionally, only one sign shall be allowed to exist on the subject Lot. Additional signs delineating that an Estate Sale is occurring and signs providing direction(s) to the Estate Sale may, if approved by the Board, be permitted. However, the Owner of the Unit where the Estate Sale shall be occurring, as well as any Resident, Occupant and/or Tenant, conducting the Estate Sale, as the case may be, shall immediately remove all such signage immediately following the end of the sale.
- Balloons, inflatables, streamers, pennants, wind signs or other promotional materials, as well as flashing lights or rotating displays are prohibited.
- The Owner, Tenant and/or Occupant conducting the Estate Sale shall properly execute and submit a La Cita Estate Sale Permit Application.
- All items to be marketed and/or sold at the Estate Sale or estate liquidation must be items owned by the Owner, Resident, Tenant and/or Occupant conducting the Estate Sale, or in the case of death, then his/her personal representative, assignee, or other individual with the legal right, title, and authority to dispose of the deceased Owner's property.
- Any and all tents, canopies or other structures to facilitate an Estate Sale are prohibited.

The undersigned applicant hereby agrees to comply with the terms and conditions hereof, the Declaration, the Association's Articles of Incorporation, its Bylaws, its Rules and Regulations and especially its Architectural Control Criteria and Rules & Regulation Estate Sales.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**— For Association Use Only**

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_. this permit is:

Approved       Disapproved

Architectural Committee Chairperson

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Signature

---

Printed Name

# VIOLATION POLICY AND PROCEDURES

## References:

- a) Florida Statute 720.305 - Obligations of Members; Remedies at Law or in Equity; Levy of Fines and Suspension of Use Rights.
- b) Article V Covenants for Maintenance of the Covenants, Conditions and Restrictions of Village Woods of La Cita Homeowners Association Inc.
- c) Article XI General Covenants and Restrictions of the Covenants, Conditions and Restrictions of Village Woods of La Cita Homeowners Association Inc.
- d) Article V Covenants for Maintenance Covenants of the Conditions and Restrictions of Homeowners of La Cita, Inc.
- e) Article X General Covenants and Restrictions of the Covenants, Conditions and Restrictions of Homeowners of La Cita, Inc.
- f) Rules and Regulations of Homeowners of La Cita Inc. Article V - Covenants for Maintenance.
- g) Property Inspection and Violation Notifications Memorandum of Agreement Between Homeowners of La Cita HOA and Village Woods of La Cita Inc. HOA.

Adopted by the Board of Directors of Village Woods of La Cita Homeowners Association, Inc. on 09 June 2025.

In accordance with Section 720.305, Florida Statutes, and the Association's governing documents, the Board of Directors of the Association (the "Board") adopts the Violation Policy and Procedures contained herein for the imposition of fines and other measures to compel Parcel Owners/Members to comply with the governing documents and rules of the Association.

## 1. Violation Notice

a. Every parcel owner in Village Woods is a member of the Association and is subject to the Village Woods of La Cita governing documents. When there is a violation of the Association's governing documents, a Notice of Violation shall be sent by the Management Company (by regular U.S. Mail) to the member's address of record. All notices described in this policy shall be deemed to have been sent when placed in the U.S. Mail. Village Woods' management company will send the following Violation Notifications:

b. 1st Notice of Violation

1) Shall inform the member of the nature of the violation, cite the relevant governing document provisions that have been violated, and request that the violation to be corrected within fifteen (15) calendar days.

2) Shall contain instructions for notifying the Management Company of the correction of the violation. Upon correction of a violation, the member shall inform the management company by the Violation Correction Period due date.

3) Format - 1st Notice of Violation

[Recipient Address]

[Current Date]

Re: Village Woods of La Cita - [Unit Address Line 1]

**1<sup>st</sup> Notice of Violation**

Dear [Member/s]: During a recent inspection of the community, we noted that your property is out of compliance with Village Woods of La Cita's Covenants, Conditions, and Restrictions (CC&Rs). Your property violates the governing documents, including, but not limited to, the referenced section below. This notice is being sent as an initial friendly reminder asking that you correct the following conditions listed below. Please take the necessary steps to correct the situation by [Violation Due Date] to avoid further action.

[Violation Category], [Violation Type]

[Violation Description]

[Actions to Correct Violation]

The board's goal is to ensure that all homes within Village Woods of La Cita are maintained to the highest level possible, ensuring that homes remain aesthetically pleasing so that property values may continue to appreciate. If you have any questions, want to report corrective actions, or believe that you have received this letter in error, please contact us at [phone number] or email management directly at [management company email address]. We also encourage all owners to register for the online portal access for direct communication and response. Thank you for your prompt attention to this matter.

Sincerely,

[Management Company]

b. 2nd Notice of Violation

1) The 2nd Notice of Violation Letter is sent thirty (30) calendar days after the 1<sup>st</sup> Notice of Violation and shall inform the member that they have failed to correct the violation/s identified in the 1<sup>st</sup> Notice of Violation within the violation correction period.

2) The 2<sup>nd</sup> Notice of Violation Letter shall also restate the nature of the violation, cite the relevant governing document provisions that have been violated, and request that the violation to be corrected within fifteen (15) calendar days.

3) The letter shall also contain instructions for notifying the Management Company of the correction of the violation. Upon correction of a violation, the Member shall inform the management company by the Violation Correction Period due date.

#### 4) Format - 2nd Notice of Violation

[Recipient Address]

[Current Date]

Re: Village Woods of La Cita - [Unit Address Line 1]

##### **2<sup>nd</sup> Notice of Violation**

Dear [Member/s]: During a recent inspection of the community, we noted that your property is still not in compliance with the original violation that occurred and was noticed on [Date Violation Occurred]. Your property has continued to be out of compliance and violates the governing documents for Village Woods of La Cita, including, but not limited to, the referenced section below. This notice is being sent as a reminder asking that you correct the following conditions. Please take the necessary action to rectify the situation as soon as possible by [Violation Due Date] to avoid further action.

[Violation Category], [Violation Type]

[Violation Description]

[Actions to Correct Violation]

The board's goal is to ensure that all homes within Village Woods of La Cita are maintained to the highest level possible, ensuring that homes remain aesthetically pleasing so that property values may continue to appreciate. If you have any questions, want to report corrective actions, or believe that you have received this letter in error, please contact us at [phone number] or email management directly at [management company email address]. We also encourage all owners to register for the online portal access for direct communication and response. Thank you for your prompt attention to this matter!

Sincerely,

[Management Company]

#### c. 3rd & Final Notice of Violation

1) The 3<sup>rd</sup> and Final Notice of Violation Letter is sent thirty (30) calendar days after the 2<sup>nd</sup> Notice of Violation and shall inform the member that they have failed to correct the violation/s identified in the 1<sup>st</sup> Notice of Violation within the violation correction period and that failure to correct within fifteen (15) calendar days can result in a fine.

2) The 3<sup>rd</sup> and Final Notice of Violation Letter shall also restate the nature of the violation, cite the relevant governing document provisions that have been violated, and request that the violation to be corrected within the fifteen (15) calendar days.

3) The letter shall also contain instructions for notifying the Management Company of the correction of the violation. Upon correction of a violation, the Member shall inform the management company by the Violation Correction Period due date.

#### 4) Format - 3rd & Final Notice of Violation

[Recipient Address]

[Current Date]

Re: Village Woods of La Cita - [Unit Address Line 1]

#### **3<sup>rd</sup> and Final Notice of Violation**

Dear [Member/s]:

You were previously noticed that your property was not in compliance with the governing documents due to the following violation, which initially occurred and was noticed on [Date Violation Occurred]. During a recent inspection of the community to follow up on the original violation, we noted that your property continues to be out of compliance with Village Woods of La Cita's governing documents, as stated below. This notice is being sent as a final reminder asking that you correct the following conditions no later than [Violation Due Date]. Please take the necessary action to rectify the situation as soon as possible by the correction date to avoid further action. **This notice served as your final notice, and you may be subject to a fine if the property is not brought into compliance for the violation below:**

[Violation Category], [Violation Type]

[Violation Description]

[Actions to Correct Violation]

The board's goal is to ensure that all homes within Village Woods of La Cita are maintained to the highest level possible, ensuring that homes remain aesthetically pleasing so that property values may continue to appreciate. If you have any questions, want to report corrective actions, or believe that you have received this letter in error, please contact us at [phone number] or email management directly at [management company email address]. We also encourage all owners to register for the online portal access for direct communication and response. Thank you for your prompt attention to this matter.

Sincerely,

[Management Company]

d. When extenuating circumstances prevent the member from correcting the Violation within the Violation Correction Period, the Member can request an extension through the management company. The Board reserves the right to deny the extension.

## **2. Notice of Intent to Fine**

a. The Management Company shall provide, at a duly noticed board meeting, a report containing information on members that have been provided a 3<sup>rd</sup> and Final Notice of Violation.

b. The Board shall, upon reviewing the report, make a motion to "levy" a fine and commencement of the Fining Committee hearing process for any or all of the members on the report that failed to correct the violation/s within the time frames set forth in the violation letters.

c. Violation Fine Amounts: All fines will be \$100 per violation in order to provide fining transparency, reduce bias, and ensure that fine amounts are not assigned arbitrarily. The fines will increase \$100.00 per day for each day of a continuing violation, up to \$1,000 per violation.

d. After the Board has agreed to commence the fine process, the Management Company shall send a Notice of Violation and Notice of Hearing by certified mail, return receipt requested and regular U.S. Mail to the member's address of record, and to the occupants of the home if the member does not reside in the home.

e. The Notice of Violation and Notice of Hearing shall:

- 1) Be mailed not less than nineteen (19) calendar days prior to the hearing (Day 1 is the day after mailing and does not include the day of the hearing as one of the nineteen (19) calendar days)
- 2) Explain the nature of the violation
- 3) Provide not less than fourteen (14) calendar days' notice of the Hearing date, time, and location
- 4) Cite the provisions of the governing documents pertaining to the violation
- 5) Include copies of the three previous Notices of Violation
- 6) Contain the amount of the fine being proposed for consideration by the Fining Committee
- 7) Contain instructions for the Member regarding the ability to appear at the hearing and/or provide documentation in advance of the hearing, and make arguments regarding why the fine should not be confirmed.
- 8) Request that the violation be cured prior to the hearing

### **3. Creation of Fining Committee**

a. Florida law requires that HOA fines be approved by an independent committee, often called a "fining committee".

b. The Board shall appoint at least three (3) members of the Association to serve as members of the Fining Committee.

c. The members of the Fining Committee may not be the following individuals: officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee.

d. The Board shall appoint one of the committee members to serve as chairperson.

e. Members of the Fining Committee serve at the pleasure of the Board, and the Board reserves the right to remove a member for any reason, including but not limited to a potential or actual conflict of interest as determined by the Board.

f. The Fining Committee authority shall be limited to the authority described herein, or as may otherwise be limited by law.

g. The Fining Committee shall meet, as required, at a time and place determined by the chairperson of the committee.

## **4. Fining Committee Hearing**

a. The Village Woods of La Cita Fining Committee shall hold a Fining Committee Hearing to review all of the evidence and testimony, and determine whether to confirm or reject the fine/s as levied by the Board. The Committee is limited to voting to accept or reject the fine levied by the Board and cannot alter or put conditions on it.

b. In order to conduct any hearings, no less than three members of the committee must be present.

c. There shall be a minimum of fourteen (14) calendar days' notice of the meeting sent to the violating member.

d. Notice of Fining Committee hearings shall be posted in a conspicuous place in the community not less than forty-eight (48) hours prior to the hearing, and shall set forth the date, time, and place of such hearing.

e. The member shall have a right to present evidence and witnesses, ask questions, and otherwise present a case regarding why the fine should not be confirmed by the Fining Committee, or present evidence of extenuating circumstances. The member has a right to attend the hearing by telephone or other electronic means. Tenants, guests or invitees can attend the hearing (including member's attorney). The HOA must hold a Fining Committee hearing even if the member does not indicate that they will participate.

f. The Fining Committee hearing is conducted like a board meeting with the management company taking the minutes of the hearing.

g. Fining Committee Hearing Agenda

- 1) Call to order (Fining Committee Chairperson).
- 2) Review of violation, proof of Notices of Violations, and proposed fine from Board of Directors (Management Company).
- 3) Member Testimony.
- 4) Committee member questions to clarify issues if necessary.
- 5) Committee members vote to approve or reject the fine ("impose" the fine) based on the evidence presented and the HOA's governing documents.
  - a) Motion to approve/reject fine (Fining Committee Chairperson).
  - b) Second of motion to approve/reject fine.
  - c) Majority vote required to impose fine.
  - d) Minutes must include how each member voted unless it's unanimous then the minutes can just state "unanimous".
- 6) Hearing adjourned.

h. In the event that a member fails to attend the hearing for his or her violation, the Fining Committee may proceed without the member being present, and failure to appear at the hearing shall not serve to nullify any fine confirmed by the Fining Committee or sought to be collected by the Board.

i. If a violation has been cured before the hearing, a fine or suspension may not be imposed.

## **5. Notice of Fine**

a. Within seven (7) calendar days after the hearing, the committee (through the management company) shall provide written notice to the member (at his or her designated mailing or e-mail address in the association's official records) of the committee's findings related to the violation, including any applicable fines or suspensions that the committee approved or rejected, and how the member may cure the violation and the date by which a fine must be paid.

b. Payment of fine/s are due within thirty (30) calendar days after delivery of the written notice outlined in 5. a.

c. If the fine, as confirmed by the Fining Committee and imposed by the Board, is not paid and/or the violation is not corrected within the compliance time frames, the Board or its Association manager may turn the file over to legal counsel for collection and/or formal legal action.

d. In the event that a fine for any violation equals \$1,000.00, the Association's attorney shall have the authority to file a lien against the property to the fullest extent provided by law, and upon approval by the Board, begin lien foreclosure proceedings to secure collection.

e. The lien shall be effective from and after the time of recording in the Public Records of Brevard County, Florida, of a Claim of Lien stating the description of the property, the name of the record owner, the amount due and payable and the date when the lien shall have been fully paid.

f. In any action to recover a fine, the member shall pay all costs including reasonable attorney's fees, incurred by the Association incident to the collection of such fines after the date set for the fine to be paid.

## **6. Suspension of Voting Interests**

a. The Management Company shall notify the Board, at a duly noticed Board meeting, regarding whether the fine has been paid and whether the violation has been resolved.

b. The Association may suspend the voting rights of a member for the nonpayment of any monetary obligation due to the Association, including a fine, that is more than ninety (90) calendar days delinquent. A voting interest or right allocated to a member which has been suspended by the Association may not be counted towards the total number of voting interests for any purpose, including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action pursuant to the governing documents.

c. All suspensions imposed must be approved at a properly noticed board meeting. Upon approval, the Association must notify the member and, if applicable, the parcel's occupant, licensee, or invitee by mail or hand delivery.

d. The suspension ends upon full payment of all obligations currently due or overdue to the Association.

# **BY-LAWS OF VILLAGE WOODS OF LA CITA HOMEOWNERS' ASSOCIATION, INC.**

## **Disclaimer:**

For ease of reading and comprehension, all amendment and supplemental changes have been merged into the standardized format of the By-Laws of Village Woods of La Cita Homeowners Association Inc. below.

Pertinent additional master HOA restrictions and clarifications are shown in text boxes.

All complete signed copies of Association governing documents can be found at the Brevard County Clerk of Court, Official Records <https://vaclmweb1.brevardclerk.us/AcclaimWeb/>.

## **Purpose of HOA By-Laws**

By-laws outline the administration, day-to-day management and processes/procedures of the association. In the by-laws, homeowners will find information about the specific powers and duties of the association, board, and management company.

### **1. Identity**

These are the By-Laws of Village Woods of La Cita Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 4th day of March, 1993. Village Woods of La Cita Homeowners Association, Inc., hereinafter referred to as the "Association", has been organized for the purpose of enforcing the Covenants, Conditions and Restrictions, hereinafter referred to as Declarations for Village Woods of La Cita, as recorded in Plat Book 38, Pages 5, 6 and 7, as it may be amended, hereinafter referred to as the "Declaration".

A. The provisions of these By-Laws are applicable to said Declaration and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and which may be contained in the Declaration. The terms and provisions of said Articles of Incorporation and Declaration shall be controlling wherever the same may be in conflict herewith.

B. All present and future owners, tenants, future tenants, or their employees, or any person who, might own a Lot in Village Woods of La Cita, or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in said Articles of Incorporation and the Declaration.

C. The mere acquisition or rental of any of the Lots of Village Woods of La Cita, or the mere act of occupancy of any said Units will signify that these By-Laws and Regulations in the Declaration will be complied with, are accepted, and ratified.

D. The fiscal year of the Association shall be from January 1st to December 31st.

## **2. Membership, Voting, Quorum, Proxies**

A. Membership. The Association has one (1) class of members as set forth in Article III of the Declaration for Village Woods of La Cita as follows: Class A. Class A members shall be all Unit Owners. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any unit. When more than one person holds an interest in any unit and such persons cannot jointly agree as to how the vote should be cast, no vote shall be allowed with respect to such unit.

B. Quorum and Voting.

(1) As to general business of the Association, the percentage of voting interests required to constitute a quorum at a meeting of the members shall be 30 percent of the total voting interests.

(2) The vote of the owners of a Lot owned by more than one person or by a corporation or other entity shall be cast by the person named in the written notice signed by all of the owners of the Lot filed with the Secretary of the Association, and such written notice shall be valid until revoked by subsequent written notice. If such written notice is not on file or not produced at the meeting, the vote of such owners shall not be considered in determining the requirements for a quorum, nor for any other purpose.

(3) Votes may be cast in person or by proxy. A proxy is defined as the authority to cast the vote of a member qualified to vote as set forth in Article V of the Articles of Incorporation. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting. No person shall be designated to hold more than five (5) proxies. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy.

(4) Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Declaration, or where the same may otherwise be required by law, the affirmative vote of a majority of memberships represented at any duly called membership meeting at which a quorum is present shall be binding upon the members.

## **3. Annual and Special Meetings of Membership**

A. The annual membership meeting shall be held in the month of April of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

B. Special membership meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors and must be called by officers upon receipt of a written request from members of the Association owning a majority of Lots. The notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of two-thirds (2/3) of the votes present, either in person or by proxy.

C. Notice of all membership meetings, regular or special, shall be given by the President, Vice President, Secretary or Treasurer of the Association, or other officer of the Association in the absence of said officers, to each member, unless waived in writing, such notice to be written or printed and to state the time, place and object for which the meeting is called. Such notice shall be given to each member not less than fourteen (14) days nor more than thirty (30) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of, such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, the notice of the membership meeting shall be sent by regular mail to the lot owner's last known address, which mailing shall be deemed notice. In addition, electronic notices will be sent to members who have consented in writing to receiving notices by electronic transmission. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any membership meeting cannot be organized because a quorum has not attended, or because a greater percentage of the membership to constitute a quorum of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration, the members who are present, either in person or by proxy may adjourn the meeting from time to time until a quorum or the required percentage of attendance, if greater than a quorum, is present.

D. At membership meetings, the President, or in his absence, the Vice President, shall preside, or in the absence of both, the membership shall elect a chairman.

E. The order of business at annual membership meetings and, as far as practical, at any other membership meetings, shall be:

- (1) Calling of the roll, certifying of proxies, and written notices of multiple owners.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading of minutes.
- (4) Reports of officers.
- (5) Reports of committees.
- (6) Appointment of Chairman of Inspectors of Election.
- (7) Election of Directors.
- (8) Unfinished business.
- (9) New business.
- (10) Adjournment.

F. Meetings of the Association shall be held at a suitable place convenient to the owners as may be designated by the Board of Directors.

G. Minutes of all meetings of members and Board of Directors shall be kept in a businesslike manner and shall be available for inspection by members and Board of Directors. A vote or abstention from voting on each matter voted upon for each director present at a board meeting

will be recorded in the minutes. The minutes of all meetings of the Board of Directors and of the members, will be retained for 7 years.

H. Meetings of the board are open to all members, except for meetings between the board or a committee and the Association's attorney to discuss proposed or pending litigation or meetings of the board held for the purpose of discussing personnel matters are not open to the members other than directors. The right to attend such meetings includes the right to speak at such meetings with reference to all designated items in accordance with Paragraph 7 Parliamentary Rules.

I. A meeting of the board will be held at a location that is accessible to a physically handicapped person if requested by a physically handicapped person who has a right to attend the meeting.

J. Directors may not vote by proxy or by secret ballot at board meetings.

K. If 20 percent of the total voting interests petition the board to address an item of business, the board shall at its next regular board meeting or at a special meeting of the board, but not later than 60 days after the receipt of the petition, take the petitioned item up on an agenda. The board shall give all members notice of the meeting at which the petitioned item shall be addressed in accordance with the 14-day notice requirement pursuant to subparagraph 3C. Each member shall have the right to speak for at least 3 minutes on each matter placed on the agenda by petition, provided that the member signs the sign-up sheet or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the board is not obligated to take any other action requested by the petition.

L. Notices for board meetings where assessments are to be levied will include a statement that assessments will be considered and the nature of the assessments. Written notices of any meeting at which special assessments will be considered will be provided in accordance with paragraph 3.C.

#### **4. Board of Directors**

A. Each director elected at the first annual meeting of the membership and thereafter shall serve for the term of one year or until his successor is duly elected.

B. Election of Directors shall be conducted, in the following manner:

(1) All members of the Board of Directors shall be elected by a plurality of the votes of members cast at the annual meeting of the Association and each member shall be entitled to vote for three (3) directors.

(2) Vacancies in the Board of Directors may be temporarily filled until the election of Directors at the next annual meeting by the majority vote of the remaining Directors.

C. The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such time and such place as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary provided a quorum shall be present.

D. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board, and shall hold office at the pleasure of the Board.

E. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board called for such purpose.

F. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram at least ten (10) days prior to the day named for such meeting, unless notice is waived. These meetings shall be open to all members.

G. Special meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of two (2) Directors. Not less than three (3) days' notice of the meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

H. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

I. A quorum of a Director's meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at the meeting at which a quorum is present shall constitute the act of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws or the Declaration. If any Directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, the Directors who are present may adjourn the meeting from time to time until a quorum or the required percentage attendance, if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

J. The presiding officer of Directors' meetings shall be the President. In the absence of the President, the Vice President shall preside.

K. The Directors shall not receive any compensation and may not in any other way benefit financially from service to the association. An officer, a director, or a manager may not knowingly solicit, offer to accept, or accept a kickback. As used in this subsection, the term "kickback" means any thing or service of value which consideration has not been provided for an officer's, a director's, or a manager's benefit or for the benefit of a member of his or her immediate family from any person providing or proposing to provide goods or services to the association. If the board finds that an officer or a director has violated this subsection, the board will immediately remove the officer or director from office.

L. All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the Association, these By-Laws and, the Declaration. Such powers and duties shall be exercised in accordance with said Articles of Incorporation, these By-Laws and the Declaration, and shall include, without limiting the generality of the foregoing, the following:

(1) To make, levy and collect assessments against members and members' Lots to defray the costs of the Association and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association; as set forth in the Declaration.

(2) The reconstruction of improvements after casualty, and further improvement of the property, real and personal.

(3) To make and amend regulations governing the use of the property, real and personal, of the common area, so long as such regulation or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration.

(4) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, as may be necessary or convenient in the operation and management of the Association, and in accomplishing the purposes set forth in the Declaration.

(5) To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration and any regulations hereinafter promulgated governing use of the property in Village Woods of La Cita.

(6) To pay all taxes and assessments which are liens against any party of the Association property and the appurtenances thereto.

(7) To carry insurance for the protection of the members and the Association against casualty and liability.

(8) To pay all costs of power, water, sewer and other utility services rendered to the Association.

(9) To employ personnel to perform the services required for proper administration of the Association.

M. The undertakings and contracts authorized by the said first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been, authorized by the first Board, of Directors duly elected by the membership.

#### N. Removal of Directors

(1) Any member of the board of directors may be recalled and removed from office with or without cause by a majority of the total voting interests. Board directors may be recalled by an agreement in writing or by written ballot without a membership meeting. The agreement in writing or the written ballots, or a copy thereof, shall be served on the association by certified mail or by personal service in the manner authorized by the Florida Rules of Civil Procedure. The agreement in writing or ballot shall list at least as many possible replacement directors as there are directors subject to the recall, when at least a majority of the board is sought to be

recalled; the person executing the recall instrument may vote for as many replacement candidates as there are directors subject to the recall.

(2) The board shall duly notice and hold a meeting of the board within 5 full business days after receipt of the agreement in writing or written ballots. At the meeting, the board shall either certify the written ballots or written agreement to recall a director or directors of the board, in which case such director or directors shall be recalled effective immediately and shall turn over to the board within 5 full business days any and all records and property of the association in their possession.

(3) If a vacancy occurs on the board as a result of a recall and less than a majority of the board directors are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors. If vacancies occur on the board as a result of a recall and a majority or more of the board directors are removed, the vacancies shall be filled by members voting in favor of the recall; if removal is at a meeting, any vacancies shall be filled by the members at the meeting.

(4) The minutes of the board meeting at which the board decides whether to certify the recall are an official association record. The minutes must record the date and time of the meeting, the decision of the board, and the vote count taken on each board member subject to the recall. In addition, when the board decides not to certify the recall, as to each vote rejected, the minutes must identify the parcel number and the specific reason for each such rejection.

## **5. Officers**

A. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and as many additional Vice Presidents and Assistant Secretaries and Treasurers as the Board of Directors may deem necessary. The President, Vice President, Secretary and Treasurer must be members of the Association.

B. The President shall be, the chief officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees composed of members at any time which he may in his discretion decide is appropriate, to assist in the conduct of the affairs of the Association.

C. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

D. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices of the members and Directors, and such other notices required by law.

E. The Treasurer shall keep records of the Association, its administration and salaries. He shall have custody of all property of the Association, including funds, securities, and evidence of

indebtedness. He shall keep the books of the Association in accordance with good accounting practices and in accordance with paragraph 6 of these By-Laws.

## **6. Fiscal Management**

The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

A. An assessment roll shall be maintained in a set of accounting books, in which accounting books there shall be a name and address of each owner or owners of a Lot, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

B. The Board of Directors shall adopt one (1) budget for each calendar year, which shall be for the general operation of the Association. The budget shall contain estimates of the cost of performing the functions of the Association, including but not limited to the common expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance, and operation of common elements and limited common elements, if any, landscaping, street and walkways, office expense, utility services, casualty insurance, liability insurance, administration and salaries. The budget shall contain the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The Board of Directors shall also establish the proposed assessment against each member.

C. A copy of any budget or proposed budget shall be delivered to each member in the manner set forth in paragraph 3 of these By-Laws for the delivery of notice. Provided the budget does not exceed 115% of the previous year's budget, failure to deliver a copy of any budget or proposed budget shall not be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto. Nothing herein contained Shall be construed as restricting the right of the Board of Directors to, at any time and in their sole discretion, levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

D. If a budget is adopted by the Board of Directors which requires assessment against the members in any fiscal or calendar year exceeding 115% of such assessments for the preceding years all members must receive a copy of the budget in the manner set forth in paragraph 3 of these By-Laws, for the delivery of notice; and, upon written application of twenty-five percent (25%) of the members, a special meeting of the members shall held upon not less than fourteen (14) days written notice to each member, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting members may consider and enact a revision of the budget.

E. The depository of the Association shall be such bank or banks as may be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such person or persons as are authorized by the Directors.

## **7. Parliamentary Rules**

Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

**\*\*\* See ATTACHMENT 5: Robert's Rules of Order for HOA Board Meetings \*\*\***

## **8. Amendments to By-Laws**

Amendments to these By-Laws shall be proposed and adopted in the following manner:

A. Amendments to these By-Laws may be proposed by the Board of Directors acting upon vote of a majority of the Directors or by 10% of members of the Association, whether meeting as members or by instrument in writing signed by them.

B. Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than fourteen (14) days or later than thirty (30) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth.

C. The By-Laws of the Association shall be adopted, altered, amended, or rescinded at a regular or special meeting of the members of the Association, by a vote of a majority of members present in person or by proxy. Thereupon, such amendment or amendments to these By-Laws shall be transcribed and certified by the President and Secretary of the Association.

D. At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

## **9. Rules and Regulations**

The Association may issue rules and regulations pertaining to the allocation of parking spaces, general parking policies, and other matters of similar import as follows.

A. The Directors of the Association in accordance with paragraph 4. of these By-laws may issue Rules and Regulations governing the matters set out above which Rules and Regulations shall be binding on all members of the Association.

B. Any Rules and Regulations adopted shall be delivered to each member of the Association in the manner set forth in paragraph 3. of these By-Laws for the delivery of notice.

## REFERENCES:

- A. Homeowners Association Act, Florida State Statute, Title XL Real and Personal Property, Chapter 720 Homeowners' Associations
- B. Articles of Incorporation of Village Woods of La Cita Homeowners Association Inc dated 02 MAR 1993 as recorded at the Florida Department of State, Division of Corporations
- C. Declaration of Covenants, Conditions, and Restrictions for the Plat of Village Woods of La Cita dated 10 DEC 1991, as recorded in Book 3175, Page 2702, of the Public Records of Brevard County, Florida
- D. First Amendment to Declaration of Covenants, Conditions, and Restrictions for the Plat of Village Woods of La Cita dated 08 APR 1993, as recorded in Book 3280, Page 3775, of the Public Records of Brevard County, Florida
- E. Supplemental Declaration of Covenants, Conditions, and Restrictions for Village Woods of La Cita dated 27 JUN 2002, as recorded in Book 4811, Page 0524, of the Public Records of Brevard County, Florida
- F. Second Amendment to Declaration of Covenants, Conditions, and Restrictions for the Plat of Village Woods of La Cita dated 27 SEP 2024, as recorded in Book 10167, Page 1402, of the Public Records of Brevard County, Florida
- G. By-Laws of Village Woods Of La Cita Homeowners Association, Inc. dated 02 March 1993, as recorded in Book 10091, Page 785, of the Public Records of Brevard County, Florida
- H. First Amendment to By-Laws of Village Woods of La Cita Homeowners Association Inc. dated 26 July 2024, as recorded in Book 10119, Page 1266, of the Public Records of Brevard County, Florida
- I. Architectural Control Criteria and Rules and Regulations, Homeowners of La Cita, Inc. Titusville, FL, Revision Fifteen dated 15 July 2021
- J. Master Deed Restrictions for the La Cita Subdivision, as recorded in Book 2429, Page 1705, of the Public Records of Brevard County, Florida
- K. Declaration of Covenants, Conditions, and Restrictions for La Cita Section Five, dated 12 May 1983, as recorded in Book 2429, Page 1705, of the Public Records of Brevard County, Florida, Page 1717
- L. Amendment to Declaration of Covenants, Conditions, and Restrictions for La Cita, dated 25 July 2007, as recorded in Book 5799, Page 3732, of the Public Records of Brevard County, Florida
- M. Village Woods at La Cita Phase Three Plat, dated 29 Jan 2003, as recorded in Plat Book 49, Pages 68 - 70 of the Public Records of Brevard County, Florida
- N. Village Woods at La Cita Phase Two Plat, dated 29 Jan 2003, as recorded in Plat Book 49, Pages 65 - 67 of the Public Records of Brevard County, Florida
- O. Village Woods at La Cita Phase One Plat, dated 8 Jan 1992, as recorded in Plat Book 38, Pages 5 - 7 of the Public Records of Brevard County, Florida

## **ATTACHMENT 1: Lawn and Landscaping Maintenance Statement of Work**

# **Village Woods of La Cita Homeowners Association, Inc.**

## **LAWN AND LANDSCAPING MAINTENANCE STATEMENT OF WORK**

### **Description of Work and Service to be Performed:**

1. Mowing of all turf areas, edge and weed whack all developed properties, 74 lots, and all common areas to include:
2. Mowing of all turf areas, edge and weed whack common area inside “outgoing” gate, on right.
3. Mow and weed whack area on La Cita Lane from 2800 to 2690 La Cita Lane and remove any debris.
4. At the discretion of contractor, rake the area on La Cita Lane from 2800 La Cita Lane to 2690 La Cita Lane and remove any debris.
5. Blow all grass clippings and debris from mown properties onto the street and remove debris from property. Do not blow grass clippings back onto mowed lawns or mowed common areas.
6. Power clippings of all areas which are inaccessible to mowing machinery (i.e. buildings, foundations, raised curbs, posts a/c bases fences, large trees, etc.) shall be done each and every time mowing is done, in order to have a finished, well-groomed appearance upon completion.
7. Weeds shall be removed each time the lawns are cut from the center island where the Entrance sign is located. All debris to be removed from the property.
8. Mowing, edging and weed whacking as described in No. 1, No. 2, and No. 3 shall be performed weekly from April 1<sup>st</sup> through October 31<sup>st</sup>.
9. Mowing, edging and weed whacking as described in No. 1, No. 2, and No. 3 shall be performed every other week during the dormant season from November 1<sup>st</sup> through March 31<sup>st</sup>.
10. Grass height on mowing machinery shall not be less than 3.75 inches. All lots shall be cut to the same height, no exceptions. Grass clippings will be removed from turf, when necessary, to prevent build-up of thatch which will damage or kill turf.

11. Following a severe storm, debris will be cleared and removed within 48 hours. Hurricane debris clean-up and removal will be additional cost.
12. Clean/cut foliage areas around distribution boxes for fountains/bubblers to allow for proper maintenance.
13. Front entrance island palm trees shall be fertilized and trimmed as needed.
14. Mow and maintain front entrance of approximately 71 yards. This includes both front pond areas from concrete light poles to the railroad tracks and up to the homes' property lines. Mowing schedules are in accordance with No. 8 and No. 9.
15. East pond, between railroad tracks and up to the lot line of homes on La Cita Lane, shall be mowed and maintained from water line to tree line and from water line to home lot lines in accordance with No. 8 and No. 9.
16. West pond, between La Cita Lane and Village Lane, shall be mowed and maintained from water line to homes' property line and to the roadway on Village Lane in accordance with No.8 and No. 9.
17. Any debris that is in the common areas shall be removed each time lawns are cut (i.e. fallen tree limbs, paper products, soda cans/bottles etc.). No debris shall be thrown into protected areas.
18. After a major rain event, lawns do not have to be mowed if doing so would cause damage to lawns/turf areas (Board approval required).
19. Sprinkler heads and above ground sprinkler piping shall be replaced by Contractor if damaged by Contractor mowing, edging, or weed whacking machinery. Contractor shall make replacement promptly upon being notified of such damage.
20. During the months of February and March, excessive leaf accumulations shall be removed from the property every two weeks. The cost of this service shall not exceed \$500 for these two months.
21. Mow, edge, weed, and trim the common area between Village Woods of La Cita and Camelot Estates along La Cita Lane.

**THE FOLLOWING ITEMS ARE EXCLUDED FROM THIS LANDSCAPE CONTRACT:**

1. The cutting down or removal of large trees which have suffered heavy freeze damage or which have died from any other cause.
2. Fertilizing of lawn and shrubs.
3. Applying pesticides to control insects which damage or destroy turf, trees, shrubs, or plants.

## **ATTACHMENT 2: Lawn Fertilization, Insect Control & Weed Control Statement of Work**

### **Village Woods of La Cita Homeowners Association, Inc.**

#### **LAWN FERTILIZATION, INSECT CONTROL & WEED CONTROL STATEMENT OF WORK**

##### **Description of Work and Service to Be Performed:**

1. The Contractor will provide labor, materials, services, skills, supervision and necessary tools and equipment to maintain the residential lawns in an attractive and healthy condition throughout the contract period.
2. Provide four (4) lawn treatments per year (Feb, May, Aug, Nov).
3. Lawn Treatment Areas.
  - a. Residential Lawns: Treatments for each of the 72 single family homes within Village Woods of La Cita will include front, side, and back yards (to include fenced in areas). Homes with back yards that border the Village Woods of La Cita ponds (see graphic) will have treatments stopped ten (10) feet from the water's edge. This will help to reduce the growth of algae blooms in the ponds during the summer months. This is also in accordance with Titusville City Ordinance, which requires a 10-foot-wide, no-fertilizer zone around all bodies of water in Titusville.
  - b. Common Area: Only the grass inside of the west main entrance between the gate and the community mailbox is to be treated.
4. Lawn Treatments Will Include:
  - a. Insect Control: To include chinch bug protection, drenching of fire ant mounds and control of other surface-feeding insects that are damaging to the lawn.
  - b. Weed Control: All lawn areas shall be treated with broadleaf weed control during the spring, winter and fall insect sprays.
  - c. Lawn Fertilizer: Well-balanced liquid fertilizer and iron shall be applied three (3) times per year to maintain a healthy green color of the Saint Augustine grass. The City of Titusville fertilizer Blackout Period is June 1 - September 30. During this period, no fertilizer containing nitrogen or phosphorus can be applied.

5. During lawn treatments, the Contractor shall inspect all grass areas for signs of disease, infestation, or insect-ridden conditions and provide assessments to Management Company as required.
6. Contractor will provide, through the Management Company, 72-hours' notice to the residents prior to treatments.
7. Treatments will not include any trees, shrubs, or bushes on resident or community properties.

## ATTACHMENT 3: City of Titusville Department of Solid Waste Refuse & Recycling Guide

### Garbage Collection for City of Titusville

- The Solid Waste Division is responsible for the collection and removal of garbage and recycling items within the city limits of Titusville. Our services include once a week household garbage pickup, every other week recycling pickup, and once a week containerized yard waste pickup.
- Additional garbage carts can be obtained by calling Customer Service at 321-383-5791 and paying an additional cart deposit.
- Please call 321-383-5755 or visit [www.titusville.com/303/](http://www.titusville.com/303/) Solid-Waste for information regarding your collection day.
- Carts must be placed in front of your residence at the curb (not on the street) by 6:30 a.m. on the day of pickup, and removed by 8:30 a.m. the following day. Please do not place on vacant lots. Pickups may not always be at the same time each day, as it is often necessary to make adjustments to the route schedules.
- All garbage shall be placed in bags prior to deposit in the carts. Carts should be placed with lids closed to prevent wind-blown litter, access to animals and pooling of rainwater. Do **NOT** place carts within 6 feet of trees, mailboxes, power poles or other curbside impediments, on top of water meters, or within 10 feet of parked vehicles.
- If a **physician's statement** certifying that no one in the household is able to carry solid waste to the curbside has been filed with the Solid Waste Division, the container is to be placed at the side yard, outside of any fence, so as to be readily accessible for pickup. The physician's form may be obtained by calling the Solid Waste Division.
- Please do not put yard debris or any of the **PROHIBITED ITEMS** (on other page) in your garbage cart. If paint cans are dried out, they may be placed in your garbage cart.
- **BROKEN CARTS:** Carts may break because of normal wear and tear. Report broken carts (wheels, axles, lids, etc.) by calling 321-383-5755. A cart technician will be deployed free of charge to repair or replace the cart. **Cleaning of the cart is the responsibility of the user.**



## Recycling for City of Titusville

- Please participate in our recycling program. The more items you recycle, the more room you will have in your refuse cart. Recyclables are collected every other week in your City-provided cart with a blue lid. Additional recycle carts can be obtained free of charge by calling the Solid Waste Division at 321-383-5755.
- Please make sure your recycle cart lid is closed all the way as wet or damp cardboard and paper items are not recyclable. Boxes must be flattened. Ensure recyclables are empty with no food residue. Leave caps/lids on bottles as loose caps are too small to be recycled. **Do not bag** your recyclables or place loose plastic bags in your recycle cart. Plastic bags of any kind are not recyclable and should be returned to your local grocery store.
- **MATERIALS ACCEPTED:** Aerosol cans (non-hazardous contents like olive oil, shaving cream, starch); aluminum & tin (bottles, cans, foil cooking pans); cardboard (boxes, egg cartons; corrugated cardboard, food boxes, packing inserts, paper towel rolls, shipping tubes, toilet paper rolls); cardboard liquid cartons (juice, milk, soup, stock); glass (bottles; jars); paper (greeting cards, magazines, mail, newspapers, packing paper, phone books broken into 1- inch sections, printer paper); plastic (bottles, containers, jars, jugs, pump & spray bottles, tubs, and yogurt cups.)
- **MATERIALS NOT ACCEPTED:** Aerosol cans (hazardous contents like bug spray & spray paint); air filters, batteries; car parts; cassette & video tapes; Christmas lights; clothing; construction waste; diapers; DVD's & cases; dirty aluminum foil; electronics; fishing line & cast nets; food bags, pouches, & wrappers; garden hoses; glass (cookware, drinking glasses, light bulbs, mirrors, windows); greasy pizza boxes; hangers; herbicide & pesticide containers; k-cup pods; metal pots & pans; motor oil & containers; needles & syringes; paint; pallets; paper (napkins, plates, shredded paper, tissues, towels); plastic (bags, bubble wrap, cups, pill bottles, plant pots, plastic wrap, produce containers, straws, toys); propane tanks; ratchet straps; rope; Styrofoam of any kind; tires; tubing; Tupperware; wood; and yard debris.
- **When in doubt, throw it in the trash.** When non-recyclable items end up in the recycling loads, they have the potential to turn the entire load into trash.



## **Yard Debris Pickup for City of Titusville**

- YARD DEBRIS such as trees, grass, shrubs, etc. shall be bundled or containerized in such manner to enable one person to lift the debris in a single lifting movement to place in collection vehicle. Yard debris containers should be no greater than 32 gallons in size and weigh no more than 50 lbs. Containers must have two handles and tight fitted lid with no sharp, jagged edges. Oil drums, homemade containers and larger containers than what is specified are not permitted.
- The pickup for containerized yard debris, and small brush piles is on your garbage collection day, and is not required to be called in.
- For large yard debris piles (bigger than a small pickup truck load) please call the Solid Waste Division at 321-383-5755 to be placed on the list for a large yard debris pick up.
- Please place yard debris at the curb for pickup. Do not place at side or rear of house or on vacant lots. Your residential bill covers pickup only from the lot your home is built upon. If you do clearing of any other lot, an additional fee for the removal of that debris will be charged.
- Yard debris must be cut to no more than 4-foot lengths with each piece weighing less than 50 lbs. It should be stacked with all pieces lined up in the same direction, and separated from garbage. It cannot include any other type of wood, lumber, dirt, rocks, or garbage. Failure to separate these items from other trash will result in collection delays.
- Amounts exceeding the capacity of the City's yard waste collection vehicles (approximately 20 cubic yards loose) will be the responsibility of the owner for disposal. If the owner wishes the City to dispose of amounts in excess of 20 cubic yards, the fee for disposal will be based on the current burdened labor rate and operating costs.

\*\*\*If a **CONTRACTOR** or **TREE SURGEON** cuts down your trees, they must remove all debris from the premises at their own expense per City Code. If the resident wishes for the City to collect this debris they must pay an additional fee. \*\*\*



## Bulk Pickup & Miscellaneous Items for City of Titusville

- **BULKY ITEMS** such as furniture, appliances, large boxes, carpet, metal items and other large items that will not fit into your regular trash containers require a call to the Solid Waste Division at 321-383-5755 to be placed on the list for pickup. These items **MUST** be separate from yard trash. Failure to do so may result in collection delays.
- Please DO NOT place these items under wires or trees. Do NOT place bulk items within 6 feet of trees, mailboxes, power poles or other curbside impediments, on top of water meters, or within 10 feet of parked vehicles.
- Refrigerators, freezers, and other large appliances must have doors removed or taped shut and placed at the curb for pickup. We cannot pick these items up from carports, garages, or backyards.
- **WOOD** such as lumber, landscape logs, pallets, and plywood is picked up once a month and requires a call to Solid Waste requesting pickup. All wood should be cut into 4- foot lengths and placed separate from any other trash items. Failure to separate these items from other trash will result in collection delays.
- If an owner wishes for the City to dispose of large amounts of junk or yard debris exceeding the capacity of the waste collection vehicles, a fee for such disposal shall be charged.

## Prohibited Items

- Due to restrictions levied by Brevard County we **CANNOT** collect any roofing or construction materials such as tar paper, shingles, gravel, rocks, bricks, cinder blocks, concrete, sand or dirt, etc.)
- Other prohibited items include: hot coals/embers, household hazardous or biohazardous waste (chemicals, motor oil, wet paint, propane tanks, etc.) Residents can bring their hazardous wastes and construction materials to the Brevard County Mulching Facility at 3600 South St. They can be reached at: 321-264-5009.
- **SYRINGES ARE NOT** accepted in your garbage or recycling carts. They must be disposed of through the Brevard County Household Used "Sharps" Collection Program. Please call 321-633-2042 for information



## ATTACHMENT 4: Notice of Intent to Lease Form

# Village Woods of La Cita Homeowners Association, Inc.

### NOTICE OF INTENT TO LEASE

Owner Name: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_  
Management Company \_\_\_\_\_ Address: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_  
Tenant Name: \_\_\_\_\_ Tenant Email: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ Number of Occupants: \_\_\_\_\_  
Tenant Name: \_\_\_\_\_ Tenant Email: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

I hereby submit to the Board of Directors the Notice of Intention to lease the above-described property to the party or parties (and only these Parties) named above.

The lease will be for no less than a 6-month period and I have made sure that the renters are aware that Village Woods of La Cita is a Deed Restricted Community and agrees to abide by the Deed Restrictions while renting/leasing the listed property. A copy of the rules and regulations will be provided at lease signing.

We acknowledge that:

1. As the Owner(s) we are responsible for continuing compliance with the Covenants, Conditions, and Restrictions (CC&Rs) of Village Woods of La Cita HOA and the Homeowners of La Cita HOA.
2. We have informed the Renter(s) / Lessee of their obligation to comply with the CC&Rs and I/we have provided them with a copy of these documents. Our tenant agrees to observe and abide by the rules and regulations set forth by the Village Woods of La Cita Homeowners Association.
3. This form will be resubmitted in the case of any changes to tenants or signing a new lease contract/agreement.
4. The association may take action to levy a reasonable fine for the failure to comply with these documents/rules. (Florida Statues chapter 718 section 303)

Thank you for your consideration.

Sincerely,

\_\_\_\_\_  
HOMEOWNER SIGNATURE Date: \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
TENANT SIGNATURE Date: \_\_\_\_\_ 20 \_\_\_\_\_

*A Copy of this form must be provided to renter(s) / tenant(s) and the Board of Directors of Village Woods of La Cita HOA, Inc.*

## ATTACHMENT 5: Robert's Rules of Order for HOA Board Meetings

Robert's Rules of Order for meetings is the general standard for how nonprofit boards, committees and other established groups govern discussions and decision-making.

- **Motion** – A Board member makes a motion to propose an action or make a decision by saying, “I move to...”. Another Board member must second the motion by saying, “I second the motion.” Once someone seconds the motion, the Board votes on the motion. It passes by a majority vote or a quorum depending on the rules in the bylaws.
- **Amend a motion** – Board members use this process to change a motion and can do so by stating, “I move to amend the motion on the floor.” Again, this motion must be seconded and voted upon.
- **Commit** – Board members use this type of motion to transfer a motion to a committee. As with other types of motions, it must be seconded and voted upon. Once it moves to a committee, the committee presents a report on the committed motion at the next meeting.
- **Question** – Board members say, “I call the question” to end a debate or discussion. The motion must be seconded and voted upon without further discussion. A call for the question requires a two-thirds majority vote to pass. At this point, the Board members must immediately vote on the motion on the floor.
- **Adjourn** – This refers to moving to end the meeting. A Board member would say, “I move to adjourn,” and another Board member would second the motion. If the majority then votes to adjourn, the meeting is over.

### Points in Robert's Rules of Order

Certain situations need attention during the meeting, but they don't require a motion, second, debate, or voting. It's permissible to state a point during a meeting where the Board President needs to handle a situation right away. Board members can declare a Point of Order, Point of Information, Point of Inquiry, or Point of Personal Privilege.

- **Point of Order:** A Board member draws attention to a breach of rules, improper procedure, breaching of established practices, etc.
- **Point of Information:** A Board member can ask for a point of information if they want more information on a motion. A point of information should not be used as a means for the person calling for a point of information to present information.
- **Point of Inquiry:** A Board member may use a point of inquiry to ask for clarification in a report to make better voting decisions.
- **Point of Personal Privilege:** A Board member may use a point of personal privilege to address the physical comfort of the setting such as temperature or noise. Board members may also use it to address the accuracy of published reports or the accuracy of a Board member's conduct.