



**VIZCAYA MASTER HOMEOWNERS' ASSOCIATION, INC.**

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**ARCHITECTURAL REVIEW BOARD**

**ARB APPLICATION**

**for Exterior Modifications / Alterations**

Submit application in person, via mail or e-mail to:

**Vizcaya Master Homeowners' Association, Inc.**  
**Architectural Review Board - ARB**  
c/o P & R Housing Management  
6511 Pinecastle Blvd.  
Orlando, FL 32809

Email: VizcayaMaster.HOA@PRHousingManagement.com  
Phone: 407-841-6248

This form is required to be completed and submitted by Homeowner for review and decision by the Architectural Review Board (ARB). Work shall only begin after Homeowner receives written approval by the ARB. Please read and understand Vizcaya Master Planning Criteria, Vizcaya Master Declaration of Covenants, Conditions, and Restrictions, Article X Restrictive Covenants, and Article VIII Architectural Control (Attachment I). Please sign application and initial each page. Owner must provide signed Contractor's Responsibility Notice (*Attachment II*) signed by each contractor/company proposed to work on the project.

Date: \_\_\_\_\_ E-mail: \_\_\_\_\_

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

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

Home Phone: \_\_\_\_\_ Work/Cell Phone: \_\_\_\_\_

Did work/alteration/construction start without ARB approval? NO / YES (circle one)

Total Value of Job (materials and labor) \$ \_\_\_\_\_

Estimate time to complete project \_\_\_\_\_ weeks \_\_\_\_\_ Months

**HOMEOWNERS INITIALS (\_\_\_\_ / \_\_\_\_)**

Describe the Change/Addition/Installation (i.e. change of exterior paint color, repaint exterior, landscape alteration, screen enclosure, pool, fence etc.). (use separate page if needed)

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## VIZCAYA HEIGHTS PROPERTIES

Owners of property within Vizcaya Heights (Condos and Townhomes on the Esplanade) shall obtain Vizcaya Master ARB approval. Additionally, Owners shall obtain separate approval from their corresponding Condo Association for any proposed exterior modifications.

When an application is sent to the ARB by a Vizcaya Heights Owner, the ARB shall send copy of complete ARB application to the corresponding Condo Association to facilitate processing of separate decision by your Condo Board of Directors. Every effort will be made to coordinate the decision of the boards to avoid delays in the approval process.

## CLASSIFICATION OF PROJECT

Check box below:

Minor Project ()

Major Project ()

**MINOR PROJECT:** Minor landscape changes (i.e, new plants), exterior ornaments, exterior lights, house painting.

**MAJOR PROJECT:** All other alterations, construction of new structures.

HOMEOWNERS INITIALS (\_\_\_\_ / \_\_\_\_ )

The ARB will review and make final determination of classification of project.

Satellite dishes that are less than one meter (39.37") in diameter installed in the back or side of home, screened from plain view, are excluded from ARB application.

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## **APPLICATION FEES**

MINOR PROJECT No Fee

MAJOR PROJECT \$ 250.00

**AFTER-THE-FACT** Fee: Application for work started without ARB approval shall include additional After-The-Fact fee, in addition to application fee.

MINOR PROJECT After-The-Fact \$ 100.00

MAJOR PROJECT After-The-Fact \$ 250.00 (Plus +\$250.00 Application Fee = \$500.00)

Make checks payable to: Vizcaya Master HOA. Mail payment to management company.

The ARB may change Major Project Fee as needed per individual application to cover the expenses of reviewing plans and related data and to compensate any consulting architects, landscape architects, engineers, urban designers, inspectors, or attorneys retained.

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## **VIOLATIONS**

Projects started/completed without the ARB authorization may be subject to the ARB requiring modifications, removal and return property to original condition.

Violations may result in Violation Notice, Violation Fines , and Legal Action.

Should the Association be required to enforce the provisions of Architectural Controls by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are instituted, shall be collectible from the violating Owner.

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**HOMEOWNERS INITIALS (\_\_\_\_ / \_\_\_\_ )**

## DOCUMENTATION NEEDED

For the ARB to process review please submit the following documents:

**A) Application:** Complete signed and initialed application.

**B) Plans:**

**Minor Projects:** Plans/Drawings for modifications (2 paper copies, or PDF)

**Major Projects:** All plans and specifications shall be prepared by a Florida licensed or certified architect or engineer (2 paper copies, or PDF)

Plans may be sent electronically as PDF file. As needed, the ARB may request two (2) printed plans to be provided by applicant in a specific size, for example 24" x 36"

All plans / proposed improvements / modifications shall meet the requirements of **Vizcaya Master Declaration of Covenants, Conditions, and Restrictions CC&R**, including but not limited to: Article X Restrictive Covenants, and Article VIII Architectural Control.

**C) Location:** Attach a copy of a survey and a suitable diagram showing where the addition is to be located.

**D) Application Fee:** Major Projects (no fee for Minor Projects), and/or Violation Fee.

**E) Pictures:** Include current pictures of the location you wish to improve. For exterior paint color change provide pictures of sample painted on the house.

**F) Specifications:** Attach copies of materials, colors, estimated final product, and/or pictures.

**G) Change of Color Exterior Paint:** Provide color samples, either with paint sample or manufacturer color swatch.

Additionally, all requests for change of exterior paint color require the Homeowner to paint a sample of all colors on the house, each sample must be at least 1 sq. ft. in size.

HOMEOWNERS INITIALS (\_\_\_\_ / \_\_\_\_ )

## ADDITIONAL REQUIREMENTS

1) **ADDITIONAL PERMITS:** All requests must conform to all local Zoning and Building Regulations and Homeowner must obtain all necessary permits if the ARB approves your request. A licensed and insured contractor must be used. The Homeowner will be responsible for all maintenance. The Homeowner will repair any damage incurred during construction. The Homeowner will be responsible for ensuring that there are no encroachments.

2) **The homeowner shall provide to the ARB via email/mail a copy of applicable Government permit(s) issued permits prior to initiating work.**

3) **INSPECTION:** Inspections may be conducted while work is in progress. A Final Inspection is required to ensure that the work has been performed in compliance with the ARB approval. The homeowner must notify management in writing that the project has been completed within ten (10) days of completion of work. Any work requiring more than three months to complete will require written status updates to Vizcaya Management, P & R Housing Management, every three months reporting the progress and estimated date for completion of work.

No driveway / parking alterations of size, or walks connecting to sidewalk, will be approved.

All applications are responded to in writing. **NO verbal responses/approvals** are given by the ARB / Management.

Applications / Plans and re-submittals thereof shall be approved or disapproved within thirty (30) days after receipt of complete application and documentation by the ARB.

**No work shall begin without the ARB written approval of the application, which implicitly implies the prior approval of the associated condominium association board, if applicable.**

The Homeowner has read this entire application, including Vizcaya Master Declaration of Covenants Conditions and Restrictions Article VIII Architectural Control (Attachment I), and the Homeowner has given a copy of Attachment II to the Contractor(s) for signature. Homeowner agrees to follow all rules and to begin work after ARB written approval.

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Homeowner Print Name: \_\_\_\_\_

HOMEOWNERS INITIALS ( \_\_\_\_ / \_\_\_\_ )

*Attachment I*

**VIZCAYA MASTER DECLARATION OF  
COVENANTS CONDITIONS AND RESTRICTIONS  
CC&R**

**ARTICLE VIII**

**ARCHITECTURAL CONTROL**

**Section 1. Architectural Control.** Except as otherwise expressly provided in this Master Declaration, all lands and improvements in the Properties are subject to architectural and environmental review. This review shall be in accordance with this Article VIII and the Planning Criteria described below. No site work, landscaping, utilities extensions, drainage improvements, paving, parking areas, construction, fence, wall or any other physical or structural improvement, (including without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, docks, patios, courtyards, greenhouses, awnings, walls, fences, exterior lights, garages, guest or servants' quarters, or other outbuildings, screened enclosures, television or radio antennae, satellite receiving dishes and equipment, swimming pools, tennis courts, playhouses, swing sets, basketball courts, standards and/or backboards or any other recreational devices or equipment) nor shall any exterior addition to or change or alteration to the exterior of any existing structure or improvement be made (including, without limitation, painting or staining of any exterior surface) or change or alteration to the exterior of any existing structures or improvements, or to any existing landscaping, shall be commenced, erected or maintained unless and until the plans or specifications showing the nature, size, workmanship, design, signs, shape, finished grade elevation, height, materials and color of the same, together with a detailed landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, shall have been submitted to and approved in writing by the Architectural Review Board ("ARB") as to consistency with the Vizcaya Planning, Construction and Development Criteria ("Planning Criteria"), harmony of exterior design and materials and location in relation to surrounding structures, and as to drainage features and topography. Nothing herein contained shall be deemed to limit the right of an Owner to finish or alter the interior of that Owner's improvements as that Owner deems appropriate or desirable.

**Section 2. ARB.** The ARB shall promulgate and revise from time to time the Planning Criteria for the Properties which shall, at a minimum, be consistent with the regulations of any governmental agency with jurisdiction to regulate the planning, construction and development of the Properties. The Planning Criteria shall be set forth in writing and made available to all builders doing business in the Properties, and to all Owners and prospective Owners. The Planning Criteria may include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Master Declaration, including, without limitation, minimum square footage requirements for Residential Units, construction deposits in amounts required by ARB to ensure repair and replacement of damage resulting from construction

**HOMEOWNERS INITIALS (\_\_\_\_ / \_\_\_\_ )**

activities, and fines for violations of the Planning Criteria on the terms of this Article VIII. Different Planning Criteria may be adopted and enforced for improvements in different portions of the Properties. So long as Declarant owns any lands subject to this Master Declaration or eligible for annexation to this Master Declaration, Declarant shall be entitled to appoint all members of the ARB. Thereafter, the membership of the ARB shall be determined by the Board. The ARB shall consist of no less than three (3) members, none of whom shall be required to be Owners or occupants of the Properties. Declarant may at any time assign in writing its powers of removal or appointment to any entity or person, subject to such terms and conditions as Declarant may choose to impose. A majority of the members of the ARB shall constitute a quorum for transacting business, and the concurrence of a majority of the members of the ARB shall be required for any decision of the ARB. The conclusion and opinion of the ARB shall be binding. The ARB shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association. If in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that any proposed improvement, alteration, etc. is not consistent with the Planning Criteria, such alteration or improvement shall not be made.

**Section 3. Approval or Disapproval.** Unless waived by the ARB, all plans and specifications shall be prepared by a Florida licensed or certified architect or engineer, said person to be employed by and at the expense of the Owner making the application. Approval of the plans and specifications may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Master Declaration, but also by virtue of the reasonable dissatisfaction of the ARB with the location of the structure on the lot, the elevation, the color scheme, the finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the property, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the ARB, will render the proposed item of improvement inharmonious or out of keeping with the Planning Criteria. Two (2) sets of plans, specifications and plot plans shall be submitted to the ARB by the Owner prior to applying for a building permit. The Owner shall obtain a written receipt for the plans and specifications from a member of the ARB. Plans and re-submittals thereof shall be approved or disapproved within thirty (30) days after receipt by the ARB. Failure of the ARB to respond in writing to a submittal or re-submittal of plans within such period shall be deemed to be an approval of the plans as submitted or re-submitted. The ARB approval or disapproval, as required by this Master Declaration, shall be in writing and shall accompany one (1) set of plans to be returned to the Owner. Whenever the ARB disapproves plans and specifications, the disapproval shall be accompanied by a written outline of the reason or reasons for such disapproval. The remaining set of plans shall become property of the ARB. The ARB shall establish fees sufficient to cover the expenses of reviewing plans and related data and to compensate any consulting architects, landscape architects, engineers, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. The fee initially established for such review shall be Two Hundred Fifty and No/100 Dollars (\$250.00) for each submission, and the ARB shall have the right to increase or decrease this amount from time to time.

HOMEOWNERS INITIALS (\_\_\_\_ / \_\_\_\_ )

**Section 4. Violations.** The work approved must be performed strictly in accordance with the plans, specifications and plot plans, as submitted and approved. If after such plans and specifications have been approved, the improvements are altered, erected, or maintained upon the property otherwise than as approved by the ARB, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the ARB having been obtained as required by this Master Declaration. Following approval of any plans and specifications by the ARB, representatives of the ARB shall have the right during reasonable hours to enter upon and inspect any property or improvements with respect to which construction is underway within the Properties to determine whether or not the plans and specifications thereof have been approved and are being complied with. After the expiration of one (1) year from the date of completion of any improvement, addition or alteration, said improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to comply with all of the provisions hereof unless a notice of such noncompliance executed by any member of the ARB shall appear of record in the office of the Clerk of the Circuit Court of Orange County, Florida, or legal proceedings shall have been instituted to enforce compliance with these provisions. Upon approval of the ARB, it shall be conclusively presumed that the location and exterior configuration of any building, structure or other improvement placed or constructed in accordance with the approved plans and specifications does not violate the provisions of this Master Declaration. The approval of the ARB of any plans or specifications submitted for approval as herein specified shall not be deemed to be a waiver by the ARB of its rights to object to any of the features or elements embodied in such plans or specifications if or when the same features or elements are embodied in any subsequent plans or specifications submitted.

**Section 5. Variances.** The ARB may authorize variances from compliance with any of the architectural provisions of this Master Declaration or the Planning Criteria, including without limitation restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing and must be signed by at least two (2) members of the ARB and shall be effective upon delivery to the Owner. If such variances are granted, no violation of this Master Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Master Declaration or the Planning Criteria for any purpose except as to the particular Residential Unit and the particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Owner's Residential Unit, including but not limited to zoning ordinances and setback requirements imposed by Orange County.

**Section 6. Waiver of Liability.** Neither Declarant, the ARB, any member of the ARB, or the Association, or any of their representatives shall be liable in damages to anyone submitting plans for approval or to any Owner or occupant of the Properties by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval of any plans, or the failure to approve any plans. Every person who submits plans for approval agrees, by submission of such plan, and every Owner or occupant of any Residential Unit agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit

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to recover any such damages. Approval of any building plans, specifications, site or landscape plans or elevations, or any other approvals or consents pursuant hereto or otherwise is given solely to protect the aesthetics of the Properties and shall not be deemed a warranty, representation or covenant that such buildings, improvements, landscaping or other action taken pursuant thereto or in reliance thereof complies with, or is not in violation of, any applicable laws, ordinances, requirements, codes, rules or regulations. No approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be built in a lawful, safe, good and workmanlike manner. Declarant, the ARB, or any agent or consultant thereof, shall not be responsible in any way for any defects in any plan or specifications submitted, revised or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans and specifications.

**Section 7. Enforcement of Planning Criteria.** Declarant and the Board shall have the standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARB and they shall have all remedies available at law and in equity, including without limitation action to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. Should Declarant or the Association be required to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are instituted, shall be collectible from the violating Owner. In addition, should any Owner fail to comply with the requirements hereof after thirty (30) days written notice, Declarant and the Association shall have the right to enter upon the Owner's property, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner. Declarant and the Association, or their agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Lot for any trespass or damages or injury to the property or person unless caused by negligence or intentional wrongdoing.

**Section 8. Term of Approval.** Approval by the ARB shall be effective for a period of one (1) year from the date the approval is given, or one (1) year from the expiration of the thirty (30) day period specified in Section 3 hereof where approval is not expressly granted or denied. If construction has not commenced within the said one (1) year period, the approval shall have expired and no construction shall thereafter commence without written renewal of such prior approval.

**Section 9. Exempt Property.** The provisions of this Article VIII of this Master Declaration shall not apply to any property owned by Declarant. Accordingly, the design, construction, installation and placement of any buildings, landscaping, parking and other improvements on any property owned by Declarant shall be exempt from compliance with the provisions of this Article VIII.

HOMEOWNERS INITIALS (\_\_\_\_ / \_\_\_\_ )

***Attachment II***

**CONTRACTOR’S RESPONSIBILITY NOTICE**

All Contractors requesting to work at Vizcaya must consent to abide by the following rules:

- ALL applicable permits and approvals by Orange County, State, Distinct, Vizcaya ARB will be obtained prior to beginning work.
- The Management Company will be given a phone number which will gain immediate access to the Contractor, should the need arise.
- Contractor is responsible for all oversight of all workers on site.
- Contractor is responsible for active supervision and conduct of all workers on site.
- The site will be left safe and secure at the end of each day.
- The site will be left clean and clear of any debris and hazards at the end of each day. Debris fences will be used if necessary.
- Workers who are required to be on site at Vizcaya will go directly to the work site once admitted into Vizcaya and leave immediately at the end of the work day.
- Contractor will provide names and approval of background checks for all workers, and attach proof of Liability and Worker’s Compensation certificates.
- This form must be included with your ARB application in order to be reviewed and approved by the ARB.

Failure to sign this notice and abide by these responsibilities will disqualify the contractor from working within Vizcaya.

\_\_\_\_\_  
Name of Contractor / Company Name

\_\_\_\_\_  
Vizcaya Address for Proposed Work

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Contractor and Company Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Contractor’s License #

**HOMEOWNERS INITIALS ( \_\_\_\_ / \_\_\_\_ )**