



**WINDOVER FARMS OF MELBOURNE HOMEOWNERS ASSOCIATION, INC.**

4025 Windover Way, Melbourne, FL 32934 (321) 259-2216

**APPLICATION FOR "FLORIDA FRIENDLY" (FFL) LANDSCAPING**

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

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

**HOMEOWNER**

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

Phone: Home (\_\_\_\_\_) \_\_\_\_\_

Work (\_\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_\_) \_\_\_\_\_

Cell (\_\_\_\_\_) \_\_\_\_\_

E-Mail: \_\_\_\_\_

**1. Application Timetable - expires after one (1) calendar year**

Applications for FFL approval must be submitted to the Homeowners' Association Manager's Office located in the Pavilion not later than **10 days** prior to the ARC meeting. **Incomplete applications will not be considered.** ARC meetings are held on the **3rd Tuesday** at the Pavilion Office at **7:30 p.m.** (Meeting dates subject to change, please contact the office to confirm date). Association Manager's Office Telephone: (321) 259-2216.

**2. Fees**

A **\$1000.00 refundable deposit** will be required for the review of an application for FFL project. This fee **will be deposited into an escrow account** and will be **fully refundable** upon satisfactory completion and final inspection of the FFL project. Any changes to the application must be approved by the ARC.

**Any construction and/or work changes made without prior ARC approval will result in the forfeiture of deposit.**

Note: The Windover Farms of Melbourne Homeowner's Association, Inc. Architectural Review Committee is herein referred to as the "ARC". The Windover Farms of Melbourne Homeowner's Association Declaration of Covenants, Conditions, and Restrictions are herein referred to as "WFM Deed Restrictions". The Homeowner's Association is herein referred to as the "HOA".

References

- **From WFM DEED RESTRICTIONS (ref: VI. ARCHITECTURAL CONTROL)**

SECTION 1. NECESSITY OF ARCHITECTURAL REVIEW AND APPROVAL.

No improvement or structure of any kind, including without limitation, any grading, clearing, extensive interference with the landscape, building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Architectural Review Committee hereinafter referred to as ARC. All plans and specifications shall be evaluated as to environmental compatibility, harmony of external design, and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Association, which may from time to time be amended by the WINDOVER OF MELBOURNE HOMEOWNERS' ASSOCIATION.

- **From Florida Statutes (ref: FS 373.185)**

(1) (b) “FLORIDA-FRIENDLY LANDSCAPING” MEANS QUALITY LANDSCAPES THAT CONSERVE WATER, PROTECT THE ENVIRONMENT, ARE ADAPTABLE TO LOCAL CONDITIONS, AND ARE DROUGHT TOLERANT. THE PRINCIPLES OF SUCH LANDSCAPING INCLUDE PLANTING THE RIGHT PLANT IN THE RIGHT PLACE, EFFICIENT WATERING, APPROPRIATE FERTILIZATION, MULCHING, ATTRACTION OF WILDLIFE, RESPONSIBLE MANAGEMENT OF YARD PESTS, RECYCLING YARD WASTE, REDUCTION OF STORM WATER RUNOFF, AND WATERFRONT PROTECTION. ADDITIONAL COMPONENTS INCLUDE PRACTICES SUCH AS LANDSCAPE PLANNING AND DESIGN, SOIL ANALYSIS, THE APPROPRIATE USE OF SOLID WASTE COMPOST, MINIMIZING THE USE OF IRRIGATION, AND PROPER MAINTENANCE.

**I. ACTIONS REQUIRED PRIOR TO SUBMITTING APPLICATION:**

Note: This is a checklist for both the applicant and the ARC.

Prior to submitting this application, the applicant should review each item and initial same in the space provided to indicate compliance. Proof of these actions or the instruments involved must accompany this application. **If ALL items are not completed, the application will not be considered.**

1. **The homeowner shall provide two (2) copies** of a detailed planting/landscape plan and providing a North arrow (scale shall be identified, but no less than 1:20) developed by a currently licensed “State of Florida Registered Landscape Architect” which shall identify or provide:

- A. All existing structures and landscape, property lines, easements, overhead power and other utilities. Also plans shall identify the location of the septic tank, drain field, and type (i.e. mound etc.)
- B. Existing and proposed plants, existing and proposed decorative landscape structures, and identification of planting bed lines. Include where sod is existing or to be removed and the type of sod. Similarly, identify where new sod is proposed and type.

- C. A plant identification schedule of plant species and quantities in appropriate planting bed locations for new plantings including both botanical and common names as well as proposed size and spacing at time of planting.
- D. Identification of type of mulch and thickness to be applied, soil types and moisture zones, proposed type of irrigation system, and expectation of frequency of use. **Note**, there shall be no mulching or interference with or incursion into County road Right of Way areas.
- E. Supplementary photos of existing landscape areas that are being re-designed.
- F. Submitted plans shall contain identification of the responsible Registered Landscape Architect and shall contain either a physical embossed seal or electronic sealing certifying accreditation by the Florida Board of Landscape Architects.

Plans Attached \_\_\_\_\_ Applicant Initial's \_\_\_\_\_ Date submitted \_\_\_\_\_

**II. RESPONSIBLE STATE OF FLORIDA REGISTERED LANDSCAPE ARCHITECT INFORMATION:**

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Florida Certification License, RLA # \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Phone Business (        ) \_\_\_\_\_ Fax (        ) \_\_\_\_\_

**III. PLANTING/PROJECT COMPLETION:**

A. As planting progresses, periodic inspections can/will be made by members of the ARC to assure compliance with the approved plans, with WFM Deed Restrictions, and other approved policies of Windover Farms of Melbourne. Under no circumstances shall any changes be made without the prior approval of the ARC. Note: Noncompliance can result in planting delays and fines. All landscaping including sod or mulch and tree replacement, etc must be completed within an estimated **ninety (90)** days from the time project is started. (If necessary an extension may be requested from the ARC).

B. I/We understand that a final inspection and written confirmation will be required from the currently licensed State of Florida Registered Landscape Architect that originally designed and certified the property owner's plan/application to ensure the project was completed as proposed and the property is in complete compliance with the approved Landscape application. This inspection will take place prior to the return of the refundable FFL application deposit. Upon completion of the inspection and correction of any compliance issues, the Association Manager will send a letter stating that the property is in compliance.

Home Owners initials here signify agreement with this procedure. \_\_\_\_\_

At the completion of your ARC approved Landscape, the Home Owner shall submit to Windover Farms ARC a letter stating the FFL project has been completed as provided in the plans above and meets all the principles of FFL, is in compliance with all State of Florida and Brevard County statutes regarding the FFL project. Additionally, a copy of the certification of the septic system (if required by the State of Florida) must also accompany the final letter stating the project has been completed.

EXPECTED Completion date \_\_\_\_\_ Applicant's Signature \_\_\_\_\_

ACTUAL Project Completion date \_\_\_\_\_ Applicant's Signature \_\_\_\_\_

Final Inspection/ acceptance date \_\_\_\_\_

Deposit Refund sent date \_\_\_\_\_ HOA Manager Initials \_\_\_\_\_

***If ALL required submissions or items are not completed, this application shall be rejected and will not be re-considered until omissions are completed and updates are made.***

**CONSTRUCTION VIOLATIONS AND PENALTIES**

The following penalties will be assessed and withheld from the refundable portion of the building deposit

| <u>Violation</u>                                   | <u>Occurrence</u>     | <u>Penalty</u>        |
|--|-----------------------|-----------------------|
| Encroachment                                       | 1st Offense           | \$700/Stop Work/Legal |
| Over-clearing                                      | 1st Offense/Stop Work | \$700/Stop Work/Legal |
| Barricading of Trees                               | 1st Offense           | \$100                 |
|  | 2nd Offense           | \$200                 |
|  | 3rd Offense           | \$300                 |
| No Temporary Culvert                               | 1st Offense           | \$100                 |
|  | 2nd Offense           | \$200                 |
|  | 3rd Offense           | \$300                 |
| Construction Debris/Trash Not Contained or Removed | Each Occurrence       | \$100                 |
| Landscape Plan/Not Followed                        | At Completion         | \$700*                |
| House/Roof Colors                                  | At Completion         | \$700*                |
| A/C & Pool Equipment Not Screened                  | At Completion         | \$700*                |
| Unpainted Metal Vents                              | At Completion         | \$700*                |
| Staining Mail Box Posts                            | At Completion         | \$700*                |
| Builders Sign Policy Not Observed                  | Each Offense          | \$200                 |
| Construction Parking                               | 1st Offense           | \$100                 |
|  | 2nd Offense           | \$200                 |
|  | 3rd Offense           | \$300                 |
| Dogs/Loud Music                                    | Each Occurrence       | \$100                 |

The items with an {\*} indicates the deposit will be held until completion of construction. If the violation has been corrected, 75% of the deposit will be refunded. In terms of the time frame that will be used for compliance and corrections, the ARC has agreed to a maximum of 5 days for remedies except in the case of changing house or roof colors. As with all the violations, penalties and schedules contained herein, the ARC reserves the right to change or amend any of the requirements as appropriate depending on the circumstances of each individual homeowner or builder. However, it is the intent of the ARC to follow these requirements to the maximum extent possible in order to maintain consistency and fairness to all Windover Farms of Melbourne property owners.

Lot Owner/s (signature) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Contractor (signature) \_\_\_\_\_ Date \_\_\_\_\_

Contractor (printed) \_\_\_\_\_

Self-performed by Lot Owner \_\_\_\_\_