

Architectural Review Committee Guidelines
for the
Windermere Downs Community Association, Inc.

Effective Date:
October 23, 2024

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Introduction

The purpose of these Guidelines is to promote and maintain high-quality residential and community character and appearance. It is intended that this quality will enhance the value and desirability of the Windermere Downs neighborhood, as governed by the Windermere Downs Community Association, Inc. (WDCA).

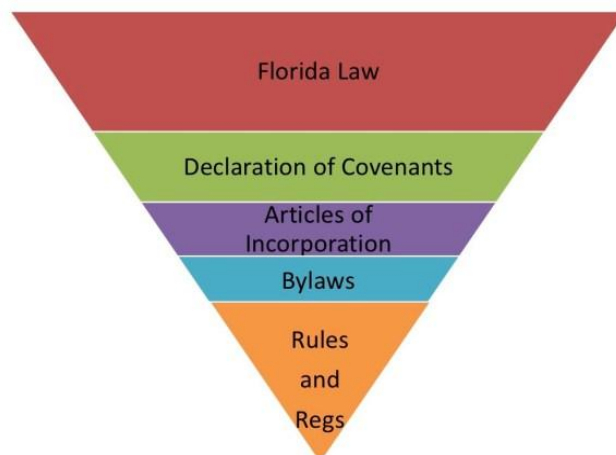
These Guidelines, prepared in accordance with the WDCA Covenants, outline the Site Plan and Architectural and Landscape Standards that must be observed by homeowners planning the construction of new residences or improving existing residences in the WDCA subdivision after the Effective Date.

In the event of a conflict between the Guidelines (considered a Rules and Regulations document) and the Covenants, the prevailing document shall apply. Please refer to the diagram below for an illustration of the order of prevailing HOA documents.

Prior to initiating any residential construction or exterior improvements in Windermere Downs Community Association, the homeowner must receive the approval of the Architectural Review Committee as outlined in the Covenants. The approval process is also described in Section 2 of this document.

If there are any questions regarding these Guidelines or the approval process, please contact the Property Manager.

The Hierarchy of Community Association Governing Documents in Florida



Section 1: Definitions

1. **"Association"** shall mean and refer to Windermere Downs Community Association, Inc., its successors and assigns.
2. **"Board"** shall mean the Board of Directors of the Association.
3. **"Common Area"** shall mean all real property (including the improvements thereto) owned or maintained by the Association for the common use and enjoyment of the Owners.
4. **"Covenants"** shall mean the most updated, adopted version of the "Amended and Restated Declaration of Covenants, Conditions and Restrictions" adopted by the Association and recorded in Orange County, Florida.
5. **"Effective Date"** shall mean the date this document is approved by the Board of Directors of the Association.
6. **"Improvements"** shall mean and refer to all structures of any kind including, without limitation, any building, fence, wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, recreational facility, landscaping, exterior lighting or landscape device or object. An Improvement shall mean any one of the Improvements individually.
7. **"Lot"** shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, except for the Common Areas; reference to the "Lots" shall mean more than one Lot.
8. **"Members"** shall mean all of those Owners who are subject by the Amended and Restated Declaration of Covenants, Conditions, and Restrictions to assessment by the Association, including contract sellers, but excluding persons or entities who hold an interest merely as security for the performance of an obligation. "Member" shall refer to any one of the Members.

"Owner" shall mean and refer to the record Owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Properties, including contract Sellers, but excluding those having such interest as merely as security for the performance of an obligation. "Owners" shall mean more than one Owner.
9. **"Person"** shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.
10. **"Properties"** shall mean and refer to all the certain real property of the subdivision heretofore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

11. **“Surface Water or Stormwater Management System”** means a system that is designed and constructed or implemented to control discharges that are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality or discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.
12. **“WDCA”** shall mean and refer to the Windermere Downs Community Association, Inc., which is the Homeowner’s Association of Windermere Downs neighborhood.

Section 2: ARC Process

1. ARC Applications.

No building, fence, wall, or other Improvements shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration of any kind therein be made, nor significant landscape changes as described in Section 5 until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved by the ARC in writing as to harmony of external design and location in relation to surrounding structures and topography.

Owners must obtain written approval for Improvements from the ARC prior to making any Improvement as described in the Covenants and these Guidelines. The Improvement must be described in writing on the ARC Request for Approval Form (see Exhibit 1) and submitted with all of the required documentation (see the list of documents on the form) in duplicate or in electronic form in advance of the ARC Meeting. The request may be submitted to the Property Manager according to the Property Manager’s procedures. One copy of the submittal will be returned to the Owner following review by the ARC and will designate whether the request was approved or denied.

The amount of detail required will vary based on the size and complexity of the requested Improvement.

2. ARC Meetings.

The ARC meets based on the need for ARC approvals and the availability of ARC Members. The meetings will usually be part of or held in conjunction with a regularly scheduled Board meeting, which will be advertised 48 hours in advance of each meeting with a sign at the entrance to the neighborhood. This meeting may take place in person or by way of an online meeting, a link for which will be posted to the association’s website or emailed to Members who have given permission to be included on the email distribution list for the community. If an ARC decision does not

require consultation with the Board, the ARC may vote electronically through the owner portal. In that case, the ARC chair will simply report the results of any applications at the Board meeting without further discussion.

3. **ARC Review Considerations.**

The ARC reviews and evaluates each request based on its individual merits in accordance with the Covenants, these Guidelines, and the community standards.

ARC Guidelines ARC members are appointed by the Board. The ARC and the Board derive their authority from Article VII of the Covenants. The ARC reviews the Improvement as it relates to (a) the requirements of the Covenants and the Guidelines, and (b) the following factors:

Validity of Concept -The basic Improvement must be sound and appropriate to its surroundings.

Design compatibility -The proposed Improvement must be compatible with the architectural characteristics of the Owner's house, the adjoining houses, and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, materials, and color.

Location and Effect on Neighbors -The proposed change or addition should relate favorably to the landscape, the existing structure, and the neighborhood.

Scale -The size of the proposed change or addition should relate well to the adjacent structures and surroundings.

4. **ARC Decisions.**

ARC approvals be made via technology, but decisions will be ratified by vote during properly noticed ARC or Board Meetings with at least two of the three ARC Members or a quorum of the Board present. ARC members can use current technology to communicate with Owners and each other regarding applications. ARC votes can be cast via the technology currently being used by the Manager and/or the HOA; said votes will then be ratified at the following Board meeting. Owners must allow sufficient time to obtain ARC review and approval prior to their planned implementation date. The committee has up to 30 days to initiate a response to the application once the application is complete, which means all required documents and information have been provided to the ARC. Decisions of the ARC are made on a majority basis, whether of the ARC or of the Board.

Any suggestions or comments provided by the ARC with any denial of an application are only for the consideration of the Owner and shall not in any way indicate approval of the ARC.

Each residential design shall be reviewed by the ARC based on its own merits. Any special approvals or consents of the ARC which can be interpreted as a variance or deviation from these guidelines will not be considered a precedent for any other future designs and can very well be disapproved or rejected by the ARC when submitted on another application.

When, in the sole discretion of the ARC, justification exists, exceptions and waivers may be granted only through a variance request and shall not be construed to constitute a precedent or to abrogate any of the rights, responsibilities, and duties of the ARC or the Board.

5. **Compliance with Governmental Requirements.**

The Owner has the sole responsibility for compliance with all laws, regulations, codes, standards, and similar requirements applicable to the implementation of any Improvement approved by the ARC.

6. **Variance Request / Appeal of Denials.**

Owners have the right to request a variance for unique situations or an appeal of a denial from the ARC. Owners must put this request in writing, along with all project documentation, and mail or email the request to the Property Manager. Upon receipt of the variance request, the Board shall take up the matter at the next scheduled Board of Directors meeting.

Section 3: Site Plan Standards

1. **General.**

A site plan must be submitted with any new house plan or any plan for an addition to the house (including patio screening), fences, landscape renovations, or installation of a pool and/or spa.

2. **Easements and Utility Connections.**

- a. Each Lot is served with underground electricity, TV cable, telephone, and water. The location of these utilities within the right-of-way should be confirmed in the field when a topographical survey of the Lot is done.
- b. All connections for all utilities including, but not limited to, water, electricity, gas, telephone, and cable television shall be run underground from the proper connecting points to the Improvement in such a manner to be acceptable to the governing utility authority.
- c. Easements for installation and maintenance of utilities and drainage facilities are

reserved as shown on the recorded plat. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may interfere with the construction or use of utilities in said easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

3. **Building Setbacks.**

- a. **Front yards** - shall not be less than 30 feet in depth measured from the front property line to the front of the Improvement.
- b. **Rear yards** - shall not be less than 35 feet in depth measured from the rear property line to the rear of the Improvement, exclusive of pool or patio.
- c. **Side yards** - shall be provided on each side of the Improvement of not less than 7.5 feet from side Lot lines, except on a corner Lot, where setbacks from all streets or roads shall be a minimum of 15 feet on the side.

4. **Pools and Spas.**

Any swimming pool or spa to be constructed on any Lot shall be subject to requirements of the ARC, which include, but are not limited to the following:

- a. The outside edge of any pool or spa wall may not be closer than four (4) feet to a line extended and aligned with the side walls of the Improvement.
- b. No screening of the pool/spa area may stand beyond a line extended and aligned with the side walls of the Improvement unless approved by the ARC.
- c. Pool/spa screening may not be visible from the street in front of the Improvement.
- d. Only in-ground pools shall be permitted. Above-ground prefab spas are permitted with approved architectural finish.
- e. All pools shall be constructed in the ground, concrete retaining walls may be permitted around the fill dirt surrounding pools constructed upon any waterfront Lots.
- f. All pools/spas shall be built in accordance with all applicable governmental requirements.
- g. Mechanical equipment may not extend into side yard setbacks. All pool equipment,

regardless of location, must be screened from view from the street and adjoining Lots with an ARC-approved screen wall or mature plant material and be in compliance with applicable governmental regulations.

- h. Black solar panels are permitted on the side and rear portions of the house but are not permitted on the front of the residence.

5. **Walls and Fences.**

- a. **Location** - No fence or wall shall be constructed, erected, or maintained on or around any portion of a Lot that is within the minimum front building setback line, nor, in any event, any closer to the front line than a line paralleling the front building wall of the residence dwelling where a dwelling is set back from the front line a greater distance than the required minimum set back. This prohibition shall not apply to any subdivision perimeter wall or fence.
- b. **Height** - Any wall or fence constructed on a Lot that adjoins an entrance or perimeter wall or fence shall, for fifteen (15) feet from said entrance or perimeter wall or fence, be tapered so that its height at the entrance or perimeter wall or fence is the same as the wall or fence constructed by Lot Owner at point of joinder. Otherwise, no wall or fence that is visible from public view shall be constructed with a height of more than six (6) feet above the ground level of an adjoining Lot *unless* a variance is granted for that specific Lot. Fences up to eight (8) feet are permissible if they are not visible from public view. The height of any wall, fence, or plant material shall be measured from the existing property elevations.
- c. **Subdivision Walls** - Any subdivision perimeter wall or fence that may be built shall not be removed, altered, or damaged in any manner and must be maintained against physical damage by the Owner or Owners of Lots on which said wall or fence is located.
- d. **Approvals** - No wall or fence shall be constructed on any Lot until its height, location, design, type, composition, and material shall have first been approved in writing by the ARC. Fences shall be no more than 6 feet in height. Anything greater than 6 feet is considered a variance and requires that a variance be granted by the ARC *prior to* installation of the fence. Variances only apply to the property for which the application has been submitted and approved.
- e. **Materials** - The materials used to construct any fence or wall shall be limited to those materials allowed in the Covenants. Chain link fencing will not be permitted under any circumstances.

f. **Style** -

- i. Fences and walls must be a natural wood color or other natural color that blends with the surrounding environment.
- ii. Gate design must be submitted with the application for a wall or fence.
- iii. Fences and walls must be properly maintained and free of algae/mold growth, dirt build-up, fading, staining, discoloration, and wood rot.
- iv. Fences or walls in disrepair must be mended or replaced in a timely fashion.

6. **Garbage and Trash Containers.**

All garbage and trash containers shall not be visible from the street, except when placed in front of a Lot on the scheduled garbage collection days.

7. **Mechanical Equipment.**

All air conditioning and heating units and other mechanical equipment such as, but not limited to, water softeners, pool equipment, and fuel tanks shall be shielded and hidden so that they shall not be readily visible from any adjacent street. Fabricated screening must be pre-approved by the ARC. Wall air conditioning units may be permitted only upon the prior written approval of the ARC. No window air conditioning units shall be permitted on a permanent basis but may be used during periods of an electrical outage when powered by generators.

8. **Drainage.**

All stormwater from any Lot shall drain in accordance with the stormwater drainage requirements prescribed by Orange County. Stormwater from any Lot shall not be allowed to drain or flow onto, over, across, or upon an adjacent Lot unless a drainage easement shall exist, therefore no Owner shall be permitted to alter the grade of any Lot to change the direction of, obstruct, or retard the flow of surface water drainage.

9. **Mailboxes.**

All changes to your mailbox designs shall be presented to the ARC. Mailboxes must be maintained in good repair and free of algae, mildew, rotten wood, faded PVC, peeling paint, rust staining, lichen growth, or other damage to the exterior of the mailbox.

10. **Basketball Goals.**

Basketball goals are permitted. For permanent goals, style and placement require the approval of the ARC. Goals should be placed near the rear of the Lot when feasible. Goals mounted on the house are not permitted.

11. **Play Equipment.**

The installation of play equipment such as swing sets, climbing equipment, exercise equipment, jungle gyms, forts, etc., by Owners is permitted. The Owner must take into consideration the impact any equipment will have on aesthetic and architectural standards along with the impact on any adjacent property. All play equipment must be pre-approved by the ARC, located in the backyard, and must be aesthetically consistent with adjacent properties. All play equipment must be properly maintained and must not pose an attractive nuisance or safety risk.

Section 4: Architectural Standards

1. **General.**

- a. No foundation for an Improvement can be poured until the layout for the Improvement is approved by the ARC. It is the purpose of this approval to ensure that (1) no trees are disturbed other than those necessary to be removed for the construction of the Improvement along with (2) those other trees that do not fit the aesthetic/other requirements of these Guidelines, and (3) that the Improvement is placed on the Lot in its most advantageous position.
- b. All Lots in this subdivision shall be known, described, and used only for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family residence.

2. **Floor Plans.**

- a. **Size** - The minimum square footage of a heated/air-conditioned living area shall not be less than the previously approved square footage for the Lot.
- b. **Height** - The height of the structure shall not exceed 35 feet.
- c. **Separate Structure** - No garage, tool, or storage room may be constructed separately and apart from the residence, nor can any of the aforementioned structures be constructed prior to the main residence. Sheds are specifically not permitted.
- d. **Guest House** - No guest house is to be constructed on any Lot unless the location, use, and architectural design are approved by the ARC.
- e. **Summer Kitchen** - Summer kitchens may be constructed separately from the house with prior ARC approval, with emphasis on aesthetics and design harmonization with the style of the house.

3. **Elevations.**

- a. **Desired Attributes** - Variety in building massing is encouraged. Varied roof heights that give interest to the building are considered desirable. All houses shall be designed to incorporate details such as shutters, muntins, corbeling, etc., into the exterior facade to create interest on all sides of the house. Particular care shall be taken with the front and side elevations visible from the street. Windows shall be placed to break up large expanses of blank walls.
- b. **Wall Finishes** - Acceptable wall finishes shall include wood, stucco, brick, cement siding, and stone finishes. No exposed concrete or blocks will be allowed.
- c. **Material Use** - Any material used on the front of the Improvement must wrap around the length of the house on the sides. The ARC will have final approval of the use of all such material.

4. **Roofs.**

- a. **Type** -
 - i. **General** - Hip and gable roofs will be allowed. All roofs shall have a pitch of at least 6/12, but an 8/12 pitch is preferable and encouraged.
 - ii. **Flat Roofs** - Flat roofs are discouraged unless approved by the ARC. Such approval may be given where flat roofs are for Florida rooms, porches, and patios. There shall be no flat roofs on the entire main body of an Improvement. No built-up roofs shall be permitted, except on approved flat surfaces.
- b. **Materials** - The following roof materials will be acceptable roof finishes (any others must be approved by the ARC):
 - i. Clay tile (color to be approved by the ARC)
 - ii. Cement tile (color to be approved by the ARC)
 - iii. Metal (color/finish to be approved by the ARC)
 - iv. Slate
 - v. Wooden/Cement Shake

- vi. Architectural shingle with a minimum wind rating of 130 mph and carrying a “lifetime” warranty (color to be approved by the ARC).
 - c. **Flashing and Gutters** - Metal flashing, gutters, downspouts, and other exposed sheet metal may not be unfinished metal, except copper. Gutters must be properly integrated into the roof design. Color of gutters are subject to approval by the ARC.
 - d. **Chimney** - Chimney shall be designed to coordinate with the general theme of the residence. No exposed prefab metal chimneys will be approved.
 - e. **Skylight and Solar Heaters** - Skylights and flat solar heaters must be integrated as part of the roof design and are subject to the approval of the ARC. Solar heaters must be black in color and may not be mounted on the front of any elevation. No other roof-mounted equipment of any kind is permitted.
 - f. **Overhangs** - Overhang depths shall be a minimum of 12” from the face of the wall, but larger overhangs are encouraged as appropriate with the architectural style.
5. **Driveways.**
- a. **Paving** - All dwellings shall have a paved concrete driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Pavers will be considered acceptable with prior approval. No staining or painting of any walkway, pathway, or driveway materials will be permitted. Natural driveways will be considered and must be properly maintained and free of weeds, ruts, excessive leaves, and standing water.
 - b. **Materials** - All walkways, pathways, and driveways must be constructed of concrete. Pavers, stone, and brick will be considered acceptable with prior approval.
 - c. **Government Requirements** - Driveways shall be installed by the Lot Owners in accordance with the requirements and specifications of Orange County, Florida.
 - d. **Curbs** - When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way as to be acceptable to the ARC.
6. **Garages.**
- a. **Garage Requirement** - All residences must contain a garage(s) that

accommodates at least two (2) cars. Carports are not permitted under any circumstances.

- b. **Garage Orientation** - Preferably, garage doors will open to the side or rear of the Lot. Building proposals submitted with plans for more than a two-car garage *must* have garage doors that open to the rear or side of the Lot. If there are more than A plan with more than a two-car garage will not be approved if the garage doors face the street. If the Lot has an unusual configuration or physical attributes, the ARC can consider a variance for plans that deviate from this standard.
- c. **Size** - All garages must have a minimum width of twenty-two (22) feet for a two-car garage; thirty-three (33) feet for a three-car garage; or forty-four (44) feet for a four-car garage, measured from the inside walls of the garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two (2) car garage or two (2) sixteen (16) foot doors for a four-car garage, or two (2), three (3), or four (4) individual overhead doors, each a minimum of eight (8) feet in width, and a service door.
- d. **Service Door** - The service door must face to either the side or the rear of the Lot.
- e. **Garage Usage** - Garages shall be maintained as garages and shall not be converted to other uses unless permitted by the county.

7. **Color.**

- a. **Prohibitions** -The use of bright or glossy colors that deviate from the general visual continuity of WDCA are prohibited.
- b. **Roofs** - The color of the roof is expected to enhance the overall appearance of the building.
- c. **Approval** - The ARC shall have final approval of all exterior color plans, and each Owner must submit to the ARC a color plan showing the color of the roof, exterior walls, shutters, trim, doors, etc. Such a plan must include color samples with the brand and color name and a paint swatch of 2 feet by 2 feet of the body color and a swatch of 6 inch by 2 inch of the trim and accent colors painted on the garage door for viewing by the ARC during the application process. No approval is required when repainting the same portions of the Improvement with the existing color.

8. **Temporary Structures and Storage Sheds.**

No structure of a temporary character, including a tent, shack, shed, garage, pole tent,

barn, or other such similar structure shall be placed on any Lot at any time, except for camping tents in the backyard, which are specifically permitted for short periods of recreation, not to exceed three (3) consecutive days. Portable “Potties” and construction dumpster placement may be allowed during Improvements with prior approval and prompt removal upon completion of construction. Sheds that match the design and aesthetic of the home will be considered for ARC approval if they are completely hidden from public view.

9. **Boats and Other Watercraft.**

Boats and other watercraft, including but not limited to jet skis, are permitted on Lots as long as they are stored in accordance with the Covenants. Currently, as of the effective date of this document, the Covenants require that boats and other watercraft must be stored behind a fence or in a garage and must not be visible from public view.

10. **Trailers.**

Trailers, including boat trailers, storage trailers, travel trailers, enclosed trailers of any kind and the like, are permitted on Lots as long as they are stored in accordance with the Covenants. Currently, as of the effective date of this document, the Covenants require that trailers must be stored behind a fence or in a garage and must not be visible from public view.

11. **Recreational Vehicles.**

Recreational vehicles - which shall include but not be limited to RVs, campers, pop-up campers, “fifth wheel” campers, all-terrain vehicles, golf carts, mopeds, scooters, and other like vehicles - must be stored in accordance with the Covenants. Currently this means they must be stored behind a fence or in a garage and must not be visible from public view.

12. **Hurricane or Storm Shutters.**

Hurricane or storm shutters may be used on a temporary basis but shall not be stored on the exterior of any Improvement unless approved by the ARC. Hurricane shutters must be removed within two (2) weeks of a named storm leaving the county.

13. **Signs.**

No sign of any kind shall be displayed to public view on any Lot except one temporary sign of not more than four (4) square feet in area advertising the property for sale or rent. No commercial flags, pennants, or other such devices shall be allowed, except for alarm signs (which must be discreetly located). Contractor’s signs of not more than two (2) square feet will be permitted during approved Improvement projects; such signs must be removed within two (2) weeks following the completion of the Improvement. Political signs are allowed during an election year; such signs must be removed within one (1) month after Election Day. Rude, obscene, or crude signs -

political or otherwise - are prohibited. Signs or banners with foul, obscene or discriminatory language are also prohibited. Celebratory signs such as graduation, birthday, kids' sports, and like signs are permitted for up to one (1) month.

14. **Windows.**

Windows should be recessed or have other approved design elements to add interest and dimension to the elevation. Window treatments or coverings must be designed for such purpose and not made of sheets, blankets, or any other materials not intended to be used as a window covering.

15. **Land Near Common Areas and Retention Ponds.**

No building shall be placed, nor shall any material or refuse be placed or stored on any Lot within 20 feet of the property line of any Common Area or edge of any retention ponds, except that clean fill may be placed nearer provided that the retention pond is not altered or blocked by such fill. Notwithstanding the above, the location of any improvement on a Lot is also subject to all appropriate governmental regulations. No dock or other structure may be built on any retention pond.

16. **Sight Distance at Intersections.**

No fence, wall, hedge, or shrub planting which obstructs sightlines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the property lines extended. unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

The same sight line limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

Section 5: Landscape Standards

1. **General.**

A material modification requires ARC approval. A material modification shall be defined as any replacement of more than 30 percent of the existing landscaping in the front and side yards.

2. **Approval.**

A landscaping plan for each Lot must be submitted to and approved by the ARC prior to the commencement of construction of any Improvement on the Lot. Any material modifications to the existing landscaping must be approved by the ARC. Replacement of dead or diseased landscaping plants with the same or similar plants does not require approval, provided the plants meet the size requirements specified in the Guidelines.

3. **Landscape Plans.**

All landscape plans must show trees, shrubbery, annual color, and other similar plantings, mulching, and paved areas. In reviewing the building plans, the ARC shall consider the natural landscaping such as trees, shrubs, and palmettos, and encourage the Owner to incorporate them into the landscaping plan. No trees of six (6) inches in diameter or greater at the base can be cut or removed without approval of the ARC.

4. **Required Landscaping.**

The landscaping plan shall include layered shrubbery, trees, and irrigation with an optional lighting plan. Each Lot is required to have at least one large tree in the front yard. The expected value of the landscape excluding sod/turf should be equal to or greater than 2% of the estimated value or current appraised value of the property. Each improvement must have shrubs in front and side yards.

For subsequent material modifications to the landscaping, the criteria for new landscaping must be satisfied. The Owner should estimate the value of any existing landscaping materials that will be retained. The ARC in its sole judgment will decide if it concurs with such an estimate.

5. **Timing of Landscape Completion.**

The landscaping must be completed in accordance with the schedule approved by the ARC with the submitted plan.

6. **Landscape Maintenance.**

All landscaping shall be maintained to the standards established at the time of installation and in keeping with the aesthetics of the landscaping of the adjacent and surrounding homes of the neighborhood. Dead or declining plant materials must be replaced with similar approved plants. When properly maintained, the landscaping will not obstruct the view of the majority of the home's facade from the street in front of it.

7. **Landscaping Materials.**

- a. **Trees** - Each Living Unit shall be required to have trees planted and maintained. Said trees shall be 4 1/2" caliper, 12'-14' in height, be rated Florida fancy. The following trees are acceptable, but the Owners selection of trees is not limited to such list:

- i. Red Maple
- ii. Sweet Bay
- iii. Southern Magnolia
- iv. Sycamore
- v. Sweet gum
- vi. American Holly
- vii. Live Oak
- viii. Laurel Oak
- ix. Loblolly Bay
- x. Ligustrum
- xi. Cypress
- xii. Palm Trees
- xiii. Black Ironwood
- xiv. Bottlebrush
- xv. Desert Senna
- xvi. Pigeon Plum
- xvii. Bracken's Brown Beauty Magnolia
- xviii. Tabebuia Chrysotricha
- xix. Texas Wild Olive

- b. **Shrubs and Ground Covers** - The Board suggests that all shrubs and groundcover will be Florida #1 grade or better. All shrubs should be at least 3 gallons, and all ground covers should be a minimum of 1 gallon with a height and spread as specified by nursery standards. In areas requiring mature landscaping, Owners shall use larger specimens, as approved by the ARC.

Plants must be sound, healthy and vigorous, well-branched and densely foliated when in leaf and shall be free of disease, insects, eggs, or larvae, and shall have healthy, well-developed root systems. They should be free from physical damage or adverse conditions that would prevent thriving growth.

- c. **Sod** - The majority (approximately 60%) of a yard must be sodded. Acceptable species of sod in Windermere Downs Community Association include St. Augustine, Zoysia, and other types approved by the ARC, except for those areas within the retention area.
- d. **Mulch** - Shredded cypress bark, cypress chips, or pine bark nuggets are acceptable. Decorative stones will be acceptable, as approved by the ARC.
- e. **Drainage** - Stone and river rock may be used as required for drainage areas or as otherwise approved by the ARC.

8. Irrigation Systems.

- a. **Coverage** - We strongly suggest that each home's yard (front, side, and rear) be irrigated by a concealed automatic sprinkler system approved by the ARC, which provides year-round 100% coverage of all open areas of the Lot. Irrigation must be provided to the edge of the pavement located within the public right of way. If you choose not to have an automatic sprinkler system, you are still responsible for ensuring that your sod, trees, and other landscaping are healthy and thriving.
- b. **Wells** - Wells may be used for irrigation purposes as long as the well water does not cause staining on hard surfaces; if such staining results from well water irrigation, installing a filter is suggested. Whether or not the Member chooses to install a filter, s/he must treat any stains resulting from the well water.
- c. **Pumps** - If the ARC allows a pump to be used for irrigation purposes, the location and screening from view of such pump must be approved.
- d. **Tanks** - Any pressure tank used with an irrigation system must be located in the garage or must be screened from view from any street or adjacent Lot.
- e. **System** - If a Lot has an automatic irrigation system, it shall be designed to blend into the landscape when not in operation. Pop-ups shall be used where practical. Risers shall be painted to blend into the landscape. All valves shall be buried in valve boxes. Controllers shall be located inside garages or hidden from view. Overspray onto homes, walkways, mailboxes, and roads shall be minimized. Backflow prevention devices should also be painted/camouflaged.

9. **Exterior Lighting.**

- a. **Plan** - All exterior lighting of a Lot shall be accomplished in accordance with a lighting plan approved in writing by the ARC.
- b. **Light Source** - Exterior lighting should consider glare and visibility of the light source. Lighting shall generally not be conspicuous. No colored lamps may be used, except for holiday decorations in the appropriate season for those particular decorations.
- c. **Light Fixtures** - No obtrusive light fixtures shall be permitted. Indirect lighting is recommended.
- d. **Holiday Decorations and Lighting** - Holiday decorations and lighting must be removed within thirty (30) days following the associated holiday.