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ORANGE COUNTY, FL

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# AFFIDAVIT OF RICHARD MARKHEIM CONCERNING THE ARCHITECTURAL GUIDELINES OF DEER ISLAND HOMEOWNERS ASSOCIATION, INC.

I, Richard Markheim, on oath hereby depose and swear that:

1. My name is Richard Markheim. All statements made herein are made of my own personal knowledge.
2. I am the president of the Deer Island Homeowners Association, Inc. This Association is responsible for the operation of the Deer Island subdivision as described in the "Deer Island Declaration of Covenants and Restrictions," recorded with the Public records of Orange County, Florida at O.R. Book 3644, Page 1571.
3. The Architectural Guidelines of the Association have previously been recorded in the Public Records of Orange County. Recording of the attached Architectural Guidelines would be advantageous to owners and prospective purchasers in the community and are intended to supercede previously recorded versions of this document.
4. Attached hereto as Exhibit "A" is a true and complete copy of the Architectural Guidelines of Deer Island Homeowners Association, Inc.

Signed under the Pains and Penalties of Perjury this 16<sup>th</sup> day of June, 2003.

DEER ISLAND HOMEOWNERS ASSOCIATION, INC.

By: [Signature]

Richard Markheim, President

STATE OF FLORIDA :  
COUNTY OF ORANGE :

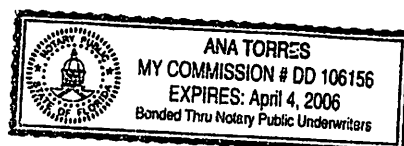
BEFORE ME, the undersigned authority, personally appeared RICHARD MARKHEIM, PRESIDENT, personally known to me or who produced FL DL as identification, and did/did not take an oath, and acknowledged before me that he freely and voluntarily executed the same in such capacity, under authority vested in him.

WITNESS my hand and official seal in the State and County last aforesaid, this 16 day of June, 2003.

[Signature]  
Notary Public, State of Florida at Large

Printed Name: Ana Torres

My commission expires: 4-4-06

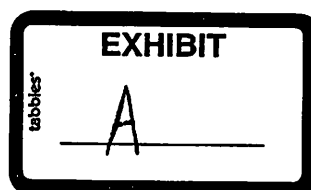




**DEER ISLAND HOMEOWNERS  
ASSOCIATION  
OF KILLARNEY, INC.**

**ARCHITECTURAL GUIDELINES  
REV 2.0**

**DIHA BOARD APPROVED  
FEBRUARY 17, 2003**



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## **INTRODUCTION**

The purpose of this document is to provide written notification to all members, and prospective members, of the Deer Island Homeowners Association of Killarney, Inc. regarding the residential planning criteria and guidelines for the construction and maintenance of the individually owned properties in the Deer Island Homeowners Association of Killarney, Inc.

As provided in the Declaration of Covenants and Restrictions recorded with Orange County (O.R. 3644 P.G. 1590), Article VI, Section 1, (a) (i):

(a) The ARB shall have the following duties and powers:

(i) To promulgate from time to time residential planning criteria for the Existing Property and each Addition to Existing Property, at the discretion of the ARB. However, any said planning criteria shall be set forth in writing and made known to all members and to all prospective members of the association. Any planning criteria promulgated by the ARB shall be subject to final approval by the Board. Said planning criteria may include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration

## **PURPOSE OF THE ARCHITECTURAL REVIEW BOARD**

The Association works to maintain the quality of our unique island community, promoting an open, shared, park-like environment, while protecting the natural pristine waters that surround us.

Toward this goal, the purpose of the ARB is to insure that each home adheres to the design standards detailed in the Declaration of Covenants and Restrictions and the published guidelines, by reviewing plans and monitoring the construction and overall maintenance.

- In conjunction with the Declaration of Covenants and Restrictions, the ARB defines guidelines for board approval that set the standards for all construction and improvements to Deer Island properties.
- The ARB monitors the construction progress and maintenance of completed homes to insure compliance to the published standards.
- The ARB is to advise the board regarding the fair and equitable enforcement of the restrictive covenants and the published guidelines in the public record.

## **CRITERIA USED TO EVALUATE PLANS**

The following subjective questions must first be considered by the members of the ARB to determine if the interests of the community have been protected, before the submitted plans can be considered for review:

- Will the proposed improvements add or detract from the subdivision?
- Is the proposed improvement consistent with the styles of existing homes?
- Is the exterior design of the proposed improvement and its location in relation to surrounding structures and topography harmonious with the neighborhood?

The submitted plans must also meet the physical requirements specified in the Declaration of Covenants and Restrictions and in the published guidelines, as well as complying with any criteria based on jurisdiction by any local government agency. Article VI, Section 1, (a) (ii) of the Declaration of Covenants and Restrictions states that:

The conclusion of the ARB shall be binding. If in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that said improvement, alteration, etc. is not consistent with the development plan formulated by the Developer or the planning criteria for Deer Island or lands contiguous thereto, such alteration or improvement shall not be made.

## **ARCHITECTURAL GUIDELINES**

These Architectural Guidelines, approved by the Board on February 17, 2003, and filed with Orange County on the date stamped on this document, are a supplement the Declaration of Covenants and Restrictions (filed 5/22/85 O.R. 3644 P.G. 1571-1635) and the Supplemental Covenants and Restrictions (filed 6/25/92 O.R. 4427 P.G. 4350-4369). These guidelines encompass all guidelines approved by the board since 1989, including amendments to originally approved guidelines. The Declaration of Covenants and Restrictions and the Architectural Guidelines are binding on all lot owners, homeowners and residents of the Deer Island Homeowners Association.

Each owner should carefully read the Declaration of Covenants and Restrictions and any supplements or amendments as recorded.

The attached Appendix "A1" is a complete copy of Article VI of the Deer Island Declaration of Covenants and Restrictions. Appendix "A2" is a complete a copy of Article VII of the Deer Island Phase II Supplemental Declaration of Covenants and Restrictions. (These documents have previously been filed with the county and will not be included in the documents filed with these guidelines.)

## **SCOPE OF REVIEW**

Simply stated, advanced written approval is required for ALL changes to existing conditions of the property, whether permanent or temporary, including but not limited to the items specified in the items spelled out in Article VI, Section 1 and Section 1 (a) (ii) of the Declaration of Covenants and Restrictions.

No building, fence, wall, residence, garage, or any other structural improvement, or change or alteration to the exterior of existing structures or improvements, or in the landscaping (except landscaping located in a concealed and fenced courtyard or privacy area adjacent to the residence) shall be commenced, erected or maintained, nor shall any exterior addition to or change or alteration thereto be made, until the plans and specifications showing the nature, kind, size, design, shape, finished grade elevation, height, materials, color and locations of the same shall have been submitted, together with a plot plan showing the location relative to the boundaries and adjacent improvements of such proposed improvements or changes, and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the Board of Directors of the Association or their appointees acting as an Architectural Review Board, sometimes herein referred to as the "ARB".

## **SUBMISSION OF REQUESTS**

All requests should be submitted with the Architectural Review Request form that is attached as Exhibit "B" and available on the association web site. The completed form and any other material required by these guidelines and Article VI, Section 1 (b) of the Declaration of Covenants and Restrictions, should be delivered or mailed to the ARB, at the address of the current chairperson.

Plans must be received by the ARB no later than the Saturday preceding each regularly scheduled ARB meeting, as posted and published. Incomplete submittals will be denied, with a request for further information.

**Preliminary Review** – Submit two (2) sets of “outline” plans

This optional review is designed to provide the owner feedback before the costs of a completed set of drawings is incurred. One set of the plans will be maintained by the ARB. The other set will be returned to the owner with written approval to proceed, or a written request for more information, and/or a request for a meeting to discuss what is needed to obtain an approval. The plans must include:

- Dimensioned floor plan with the square footage calculated.  
Separate calculations should be shown for Total, Under Air Conditioning, Garage, and Covered Porch Areas.
- A site plan showing the location of the home on the lot
  - include all property line setbacks
  - the distance from the right of way to the house
  - the location of adjacent improvements
  - any major changes to the existing grade
- Landscape plans

**Final Review** – Submit two (2) sets of final “Ready for Construction” plans

This required review must be submitted to the ARB by the Owner prior to applying for a building permit (see Article VI, Section 1, (b) of the Declaration of Covenants and Restrictions). One set of the plans will be maintained by the ARB. The other set will be returned to the owner with written approval to proceed, or a written denial will be sent with a request for more information, and/or a request for a meeting to discuss what is needed to obtain an approval. The final plans shall include:

- Architectural Review Request form that is attached as Exhibit “B”
- Copy of the general contractor’s “Certificate of Insurance Coverage”
- Construction drawings and specifications, detailing the types of materials to be used, dimensioned plans with the square footage calculated
- Listing and samples of exterior color selections for walls, trim, brick, shingles, tiles, etc.
- Detailed landscaping plans that show dimensions of the planting areas, specifies the plant materials and placement, spacing, plant and container size, plant height, caliper of trees, quantities of each, and average retail costs per item or detailed points listing.
- Signed Landscaping Agreement form that is attached as Exhibit “C”. The Landscaping Agreement must be signed prior to the final approval.
- Site plan with location of house, easements, setbacks, adjacent improvements, environmental and drainage swales, major changes to the existing grade, sidewalk and mailbox locations, location of the well, septic tank and drain field, water treatment equipment, and A/C units (including provisions to shield any such equipment from view).

The ARB has 30 days from the time of receipt of a complete application to review and act upon an application. The 30 days starts with receipt of the last required materials, by the ARB or their agent. Failure of the ARB to act on a complete application within 30 days of receipt shall be deemed as approval per the Covenants and Restrictions. (See Article VI Section 1(b) of the Declaration of Covenants and Restrictions).

Once a plan is approved, the work must be performed substantially in accordance with the plans, specifications and plot plans, as submitted and approved. For purposes of this requirement, any change that will have a noticeable impact on the exterior appearance, function, location, or other approved characteristics of the approved improvement, will be deemed to be "substantial", and must be resubmitted to the ARB for approval. Refer to Article VI, Section 2, Enforcement of Planning Criteria of the Declaration of Covenants and Restrictions (O.R. 3644 PG. 1591)

#### **Landscaping Agreement**

- The Landscaping agreement is a binding contract between the Association and the lot owner that guarantees the lot owner will complete the landscaping as submitted on the approved plans within **ninety (90) days of occupancy**, with the exception of special requests for large trees and tender plants during excessively cold periods, or be subject to enforcement. The agreement must be signed before the approved final plans are released. Only the lot owners can execute the agreement with the Association, and all co-owners must sign the agreement.
- Upon **written request to the ARB** by the lot owner, exceptions will be granted for the planting of any landscape material with at least a 6" caliper. The request must specify the date that this specific material will be installed and landscaping completed. Under no circumstances will that date exceed 180 days from the date of the Certificate of Occupancy.
- Upon **written request to the ARB** by the lot owner, exceptions will be granted for the planting of any landscape material during extreme cold periods. The request must specify the date that this specific material will be installed and landscaping completed. Under no circumstances will that date exceed 180 days from the date of the Certificate of Occupancy.

#### **PROJECT COMMENCEMENT**

- All approved projects must be **initiated within six (6) months** after final approval. Failure to begin construction with the approved plans will require that the owner resubmit plans for approval prior to proceeding.
- Owners are responsible for procuring and providing their contractor and sub-contractors with **gate access codes**.
- Any **construction activities** that might be an annoyance to neighbors, shall commence no earlier than 7 a.m. and cease by 7 p.m. (or by dark, whichever is earlier) on weekdays. Similar annoying construction is limited on Saturdays and holidays, from 8 a.m. to 6 p.m. or dark, whichever is earlier. No construction is allowed on Sunday.
- Contractors must **protect the property of others** and obtain permission prior to entering or driving across adjacent lots.
- **Construction dumpsters** are mandatory. The site shall be picked up daily and debris shall be retrieved from adjacent lots. The street will remain clear of dirt and sand.
- **Street parking is not allowed** and no contractor shall park on or in the right of way of adjacent lots.
- Construction or temporary **trailers are not allowed**.
- The **owner shall be held responsible** for any damage to roads or other common property that occurs during construction of their home.
- Contractors do not have access **privileges to common property** or amenities.
- Contractors shall not bring **animals** to the site.

## RESTRICTIVE COVENANTS SUMMARY & GUIDELINES

The Declaration of Covenants and Restrictions specifically notes requirements in Article VIII. With the development of Phase II properties, further Restrictive Covenants were defined in Article VII. The broad topic covered under each section is briefly described below, but does not cover every item detailed in the original documents, you must refer to the actual documents for the specific and complete text for each section listed.

Residential planning criteria or guidelines serve to further explain the Restrictive Covenants, and are noted after each section. Article VI, Section 1, a, I, provides that this "planning criteria may include any and all matters considered appropriate by the ARB", but stipulates that they may not be inconsistent with the provisions of the Declarations. All planning criteria are subject to final approval by the Board of Directors. The date each guideline was approved by the Board is noted next to each.

- Section 1 – **Land Use** is restricted to residential use. This prohibits any business, trade, profession, or commercial activity.
- Section 2 – **Landscaping** shall be completed within ninety (90) days of occupancy or completion of the residence, and shall include a fully landscaped lot with an underground irrigation system. Lawns must be edged along the sidewalks, driveways and street.

### Landscaping Guidelines

It is the intent of these guidelines to establish a base line for landscaping that meets an aesthetic level equal to the residence and the community. The ARB recommends that the Owner contract with a licensed Landscape Architect to provide the necessary design.

- The owner shall submit a landscape plan that describes the planting areas, specifies the plant materials and placement, spacing, plant and container size, quantities of each, and average retail costs per item. (1/92)
- Lawns shall be fully sodded with a variety of **St. Augustine grass**. (2/03)
- The minimum acceptable landscaping shall be determined by using either the **percentage system or the point system**. (1/92)
  - When using the percentage system, the average retail price of the materials used (excluding sod, irrigation, mulch and labor) shall equal **4% of the cost of building the house (based on \$90/sq. ft.)**. (1/92 & 2/03)
  - When using the point system, standard lots must have a **minimum of 3500 points**, with a minimum of **4500 points for corner lots** to include appropriate landscaping for the exposed side yard. (1/92 & 2/03)
  - **Points are determined** by size of container (3 gallon pot = 3 points) with the following exceptions:
    - 25 = Any tree at least 8' in height and 1 inch caliper at 2 ft. height
    - 50 = Woody ornamental over 1 inch caliper at 2 ft. height (crepe myrtle, ligustrum)
    - 100 = New or existing tree or ornamental over 2 inch caliper at 2ft.height
    - 100 = Palms over 6 feet in height
    - 200 = Palms over 10 feet in height
    - 200 = New or existing tree over 4 inch caliper at 2 ft. height
- Each lot must have a minimum of **six (6) trees**,  
Three (3) trees must be located forward of the house,

- Three (3) trees shall be at least 3 inch caliper at 2 ft. height, and 14 to 16 feet in height, Three (3) trees must be oaks, magnolias, holly, ligustrum, maples, or elms. (2/03)
- Wax Myrtles are not compatible with the caliber of landscape materials appropriate for front landscaping. (2/03)
  - Landscaping used to conceal fencing, tanks, A/C and well equipment should be of a type and maturity to conceal more than 50% of the object within one year. (2/03)
  - All shrubs and trees must be trimmed so as not to obstruct use or line of sight at sidewalks, drives, roads, street lighting and intersections. (2/03)
- Section 3 – Nuisances, annoyances, and improper, offensive or unlawful acts are prohibited.
  - Section 4 – Rules and Regulations for the use and enjoyment of the **Common Property** shall be determined by the Board and observed by the membership.
  - Section 5 – **Animals** are restricted to pet cats and dogs only and may not be offered for sale. Pets must be sheltered inside the residential structure. No external shelters are permitted unless approved in advance by the ARB.
  - Section 6 – **Clotheslines** should be removable and must be stored by nightfall. All clotheslines must be behind the residence, within the area encompassed by a rearward extension of the side lines if the house.
  - Section 7 – **Garbage and Trash** must be stored in covered sanitary containers which then must be placed within the home, garage or an enclosure designed to conceal the container that is located at least five (5) feet from any property line. All trash and garbage must remain in the enclosed area until the night immediately preceding the scheduled pickup.
  - Section 8 – **Parking** of boats, trailers, campers, large trucks and similar vehicles must be within the garage or an ARB approved screened area. Trucks and commercial vehicles may only park on the street temporarily for pick-up and delivery. Vehicles and trailers of a recreational nature may be parked on the premises for up to 24 hours. Guests may park recreational vehicles on the premises up to one week, with a maximum of three weeks guest parking per year.

#### **Parking Guidelines**

- Parking of boats, trailers, campers, large trucks and similar vehicles in an approved screened area, shall be totally concealed behind the house. Screened area shall not exceed (8ft) eight feet in height and shall conform to the privacy fence/screen limitations by not obstructing the view from adjacent homes, not extending rearward of a line drawn 45 degrees out from the rear corners of adjacent houses or the probable rear corner of a building footprint (in the case of a neighboring vacant lot), and the privacy fencing shall be anchored to the house on two sides, and shall not exceed a total of 50 linear feet. (2/03)
- Section 9 – **Storage Receptacles** may not be exposed to view. Tanks must be stored within the dwelling, an approved accessory building, within an approved screened area, or buried underground.
  - Section 10 – **Vehicles and Repairs** - Inoperative vehicles must be maintained in the garage or an approved screened area. No major repairs to vehicles will be performed on the premises. All vehicles must have a current license tag. On-street parking is prohibited, except in emergencies.
  - Section 11 – **Sight Distance** at Intersections of all streets must remain unobstructed within 25 feet of the intersection. Sight distances at the street and driveway intersections must be clear

of obstruction within 10 feet. Any trees within these areas must be trimmed up 6 feet above grade.

- **Section 12 – Temporary Structures** of any kind may not be used for a residence.
- **Section 13 – Planting and Removal of Trees** must be approved by the ARB. No trees of 4 inches in diameter (4 inch caliper, 2 feet above grade) may be removed without approval.
- **Section 14 – Play Structures and Yard Accessories**, along with any fixed game structures, must be at the side or rear of the residence (corner lots may only place these structures to the rear of the residence), within the setbacks. Natural materials and earth tone colors should be selected.
- **Section 15 – Signs** must be approved by the ARB, with the exception of a single, four square foot sign used for marketing the property for sale.
- **Section 16 – Window Air-Conditioning Units** may not be visible from anywhere along the street.

**Air Conditioner Concealment**

- All A/C units must be concealed from view within an approved screened area or mature landscaping. (2/03)
- **Section 17 – Garages** must not front on the street, they must have an automatic opener, and be maintained in working order. Driveways must be paved.
- **Section 18 – Dwelling Size and Occupancy:** The minimum square footage (excluding basements, garages, breezeways, terraces, and other similar areas) for Phase I homes is 2000 sq. ft., (Phase II homes must be at least 2500 sq. ft., per Article VII, Section 2.) Residences must be completed prior to occupancy.
- **Section 19 – Lot Sizes** shall not be altered unless approved by the Board of Directors of the Association.
- **Section 20 – Maintenance of Protective Screening** along exterior lot lines is the responsibility of the Homeowners' Association.
- **Section 21 – Drainage Structures**, installed by the developer and utilized by the community, may not be obstructed or modified without prior written approval of the Association.
- **Section 22 – Exterior Window Treatments** must appear uniform throughout.
- **Section 23 – Antennas, satellite dishes** or similar appliances require ARB approval before installation.

**Antennas and Satellite Dish Guidelines** Guidelines were originally approved in 8/90, but have been removed due to technology changes and FCC rulings. Requests will be considered on a case by case basis. (2/03)

- **Section 24 – Outdoor Lighting** must be shielded and directed away from the neighboring properties.
- **Section 25 – Fences** require ARB approval. Fences may not exceed 6 feet in height, except pool privacy fences which are allowed only in the rear yard, and not forward of the rear line of the house. Fences are prohibited along the street side of the lot.

### Fence Guidelines

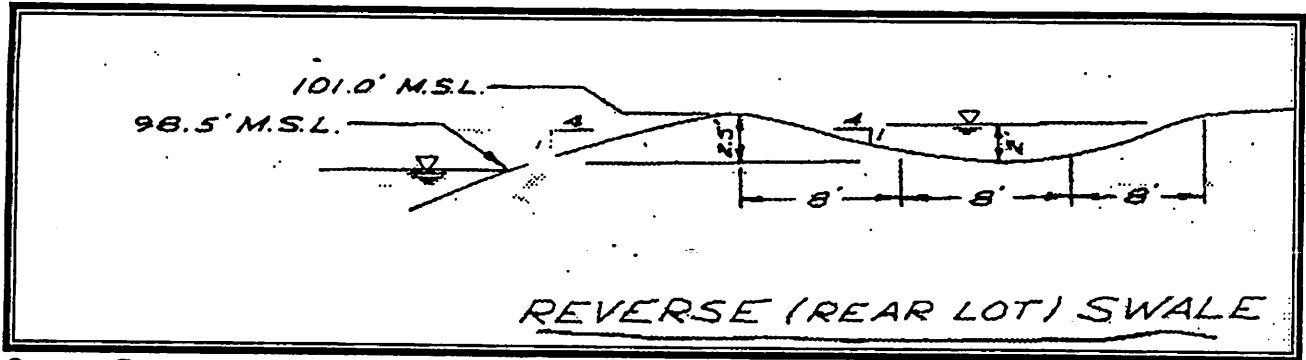
Fencing can be used to separate property, provide security, visual privacy, or provide architectural definition of space. In achieving any of these goals, a barrier is created which has both a visual and physical effect on the boundaries of the area and those of adjacent homeowners. Careful consideration should be given to the basic fencing concept and the manner in which the concept is executed to prevent unwanted obstruction the neighboring homeowners' visual enjoyment of the surrounding areas. The intent of the Association has been to create and maintain an open community therefore the restriction on fencing or other barriers is a major concern.

- ARB approval is required for hedges, trees or other features that in effect become structures, fences, or screens. (2/03)
  - All fence structures should blend architecturally with the design of the house. If brick, stone or stucco are used on the house, these materials should be considered in the fence design, i.e., use of brick or stucco columns. (2/90)
  - Support structures, if predominant on one side of the fence, should be visible only from the interior of the enclosure. (2/90)
  - Other than the chain link fencing at the common area tennis courts, no chain link fencing will be permitted. (2/90 guidelines that allowed chain link fencing that was not visible from the street, modified 2/03)
  - Aluminum or PVC fencing, with an approximate 80% open area or greater are approved materials. Colors such as black, bronze or green, that blend into the landscape, are appropriate choices (2/03)
  - Wood fences are no longer approved for new fence construction. (2/03)
  - No privacy fence shall in any way obstruct the view from adjacent homes. Privacy fencing may not extend rearward of a line drawn 45 degrees out from the rear corners of adjacent houses, or the probable rear corner of a building footprint (in the case of a neighboring vacant lot). (2/90 guideline for all fencing modified to apply to privacy fencing. 2/03)
  - Privacy fencing shall be anchored to the house on two sides, and not exceed 50 linear feet. (2/03)
  - Pool fencing shall be designed to allow the desired privacy without obstructing the "park-like" view from neighboring property, conforming to the 45 degree rule above where possible (pool fencing safety requirements may require exceptions to the 45% rule for some lots). No more than 165 linear feet of fencing may be used. (2/90 guideline for all fencing, modified to address pool fencing 2/03)
  - Fences of any type are prohibited between the street and the rear corner of the house. (Section 25)
  - Any fence structure located in the side yard or visible from the street front shall be concealed with mature landscape materials to diminish its prominence. (2/90 guideline modified to specify concealment and mature landscaping 2/03)
  - Solid or substantially solid fencing is restricted to privacy and screen walls, located at the rear of the house. (2/03)
- Section 26 – **Lake Shore Clearing** is restricted by the Orange County Lakeshore Protection Ordinance. Check current ordinances to avoid being charged heavy penalties by local government agencies.

- Section 27 – **Lakeside Swales** were designed and specified by Orange County Engineering for all lakefront properties. Owners, including the Association, are required to maintain the swale, as originally designed, for pollution control.

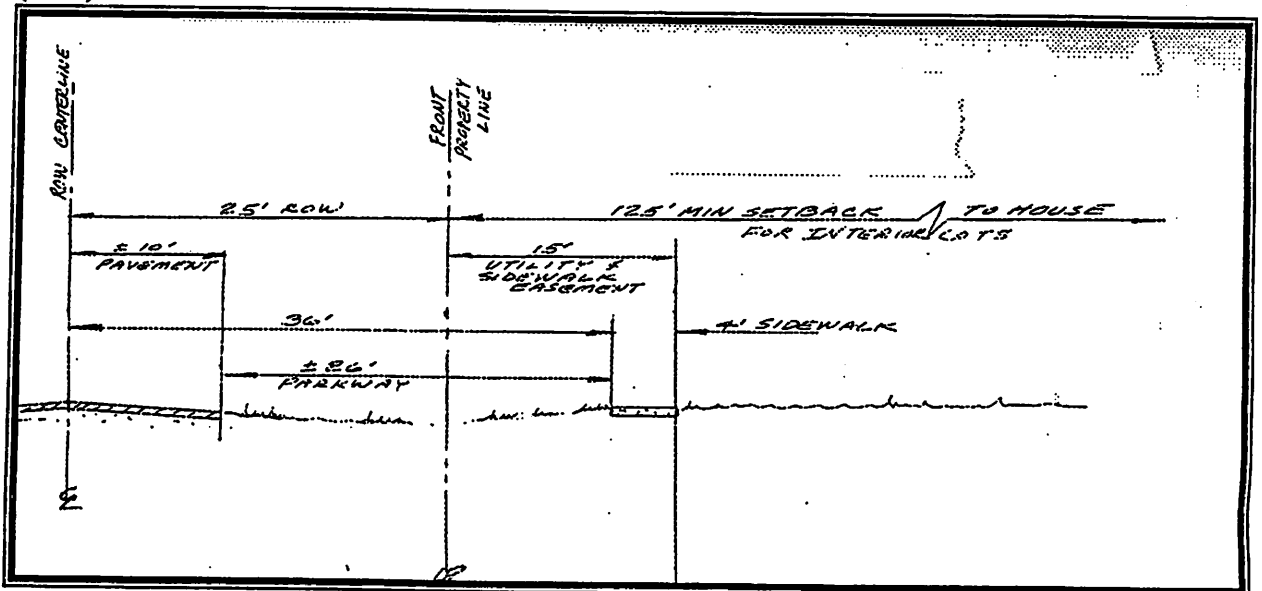
#### Environmental Swales

- Lakeside lots have an environmental swale, or reverse swale, to prevent run-off that contains fertilizers and pesticides from directly entering the lake. The environmental swale shall be repaired to conform with the original design (shown below) and maintained to protect the lake from yard chemicals.



*Orange County Engineering drawing of EPA required swale for lakefront lots in Deer Island*

- Section 28 – **Mailboxes** must be enclosed in decorative pillars and approved by the ARB. No plain mailboxes on posts are acceptable. (Our requirements may be more than is required by the Postal Service.) Contact Winter Garden Post Office for their requirements as to placement, height, etc.
- Section 29 – **Sidewalks** (4 feet wide) are required along all developed lots, and must be maintained by the property owner.
- **Sidewalk Guidelines**
  - Sidewalk location and setbacks will be approximately 38 feet from the center of the road to the center of the sidewalk, curving to connect in an aesthetically pleasing manner with existing structures. Sidewalks must be maintained for safety, functionality, and aesthetics. (2/03)



- Article VII, Section 3 – **Minimum setbacks for Phase II lots** are:

Non-Corner Lots:	Front Yard	125 feet
	Side Yards	10 feet
	Rear yards	35 feet
Corner Lots:	Front Yard	125 feet
	Side Yards	10 feet
	Rear yards	35 feet
- **Miscellaneous Guidelines** apply unless Orange County building code exceeds the stated minimum requirement.
  - A minimum of **8" fascia boards** must be used (1/92)
  - Aluminum soffits are acceptable (1/92)
  - Minimum **5/8" stucco** over frame (1/92)
  - Minimum **½" roof sheathing or 1x10 #3 pine** (1/92)
  - **Architectural style shingles, tile, concrete tiles, or slate roofs** are acceptable (1/92 guidelines modified to include concrete tiles and slate 2/03)
  - **Metal roofing** may be considered on a case by case basis. The ARB will consider compatibility with the house design, quality of materials, manufacturer statement of durability, detailed specifications, reference of locally installed locations and samples of actual materials and colors. (2/03)
  - **Contractors** must produce a valid Florida General Contractor's license, Certificate of Insurance with the policy number and agent's name, address, and phone number. The contractor must carry current worker's compensation insurance, in addition to general liability insurance in an amount not less than two million dollars. (8/98 guideline modified to include license, worker's compensation, and the minimum amounts of liability insurance 2/03)

## GRANDFATHER CLAUSE

Homes completed, or already under construction with a valid written approval from the ARB, at the time this document is adopted by resolution of the Deer Island Homeowners Association Board of Directors, are exempt from conforming to these guidelines where major structural changes would be required. When replacement or substantial renovation is required for materials such as, but not limited to, roofing, the replacement shall conform to the new guidelines. Additions or renovations to existing homes must comply with these guidelines.



ARCHITECTURAL REVIEW REQUEST  
CHECKLIST & APPROVAL

- ☐ Architectural Review Request completed and signed
- ☐ Copy of contractor's Florida General Contractor's License and "Certificate of Insurance Coverage" that specifies current worker's compensation and a minimum of \$2 million in general liability insurance.
- ☐ Two (2) sets of construction drawings, including:
  - square footage calculations
  - dimensions
  - specification of materials and colors
- ☐ Samples of exterior colors and materials
- ☐ Landscaping Agreement completed and signed
- ☐ Landscape plan, including:
  - dimensions of beds, showing placement and spacing
  - legend of plant materials and numbers in each bed
  - specifications of materials, placement and spacing
  - plant height, size of plant and container, quantities and cost/points of each
  - size, height, type and caliper of trees, quantities and cost/points of each
- ☐ Site plan with location of house, easements, setbacks, and adjacent improvements environmental and drainage swales, and any grading changes sidewalk and driveway location well, septic tank, drain field, water treatment equipment and A/C units with provisions to conceal mailbox location.

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**To be completed by the Architectural Review Board**

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

Date of ARB Approval: \_\_\_\_\_

*The ARB approval is valid for six months from the date shown.  
Construction must commence within that six month period.  
Construction must conform to the approved plans.  
Any changes must be submitted for approval.*

Comments:

DEER ISLAND HOMEOWNERS ASSOCIATION OF KILLARNEY,  
INC.  
ARCHITECTURAL REVIEW BOARD LANDSCAPING  
AGREEMENT

THE UNDERSIGNED owner of Lot # \_\_\_\_\_, in consideration of the approval of the landscaping plan submitted to the Architectural Review Board on \_\_\_\_\_, and intending to be legally bound pursuant to the enforcement provisions of the Deer Island Homeowners Association Declaration of Covenants and Restrictions, agrees and covenants as follows:

Landscaping, pursuant to the approved landscape plan, will be completed no later than ninety (90) days from the date of the issuance of the Certificate of Occupancy, and shall be maintained to the extent that it enhances you home and does not detract from or compromise the neighboring homes.

Failure to complete the landscape plan as approved within ninety (90) days of the issuance of the Certificate of Occupancy, shall start a penalty fee of \$25.00 per day which will continue until completion is certified by the Architectural Review Board. The Architectural Review Board shall notify owners in writing of the imposition of the penalty fee and provide owners an additional twenty (20) days thereafter to complete the landscape plan. If the owner fails to promptly respond to the twenty (20) day notice by taking immediate measures to perform his obligation under this agreement, the provisions of Article VII, Exterior Maintenance, Sections 1 and 2 shall be applicable and the Association shall procure materials, labor and services to complete the landscape plan as approved. In the event that the Association is required to complete the plan, the owner shall be obligated to pay all costs, including costs of collection, legal costs, and attorney's fees as provided in Article VII, Section2.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at Deer Island, Orange County, Florida.

\_\_\_\_\_  
(Print – owner)

\_\_\_\_\_  
(Signature – owner)

\_\_\_\_\_  
(Print – owner)

\_\_\_\_\_  
(Signature – owner)

\_\_\_\_\_  
(Print – witness)

\_\_\_\_\_  
(Signature – witness)

\_\_\_\_\_  
(Print – witness)

\_\_\_\_\_  
(Signature – witness)

DEER ISLAND HOMEOWNERS ASSOCIATION, INC.  
C/O Don Asher & Associates, Inc.  
52 E. South Street  
Orlando, FL 32801  
407-425-4561

August 26, 2003

Re: Amendment

Dear Members,

Enclosed please find the recorded amendment to the original Association Architectural Guidelines for the Deer Island Homeowners Association, Inc.

Please retain this copy for your files. Thank you very much.

Sincerely,

*Tom Tempfer*

Tom Tempfer LCAM, AMS, CMCA  
Property Manager