

Windermere Chase Homeowners Association

Architectural Guidelines, Rules, and Regulations

Effective: December 1st, 2013

SECTION 1 – Overview

A. Purpose

Upon purchasing a home in Windermere Chase, you become a member of the Windermere Chase Homeowners Association. This Corporation operates to maintain and preserve our community assets and services. The Covenants, Corporate Bylaws, and the Architectural Rules and Regulations govern this Association.

The guidelines for the Windermere Chase Architectural Rules and Regulations have been established to ensure that the Windermere Chase subdivision remains an attractive, harmonious residential development with continuing appeal to enhance and preserve property values. Architectural controls and maintenance standards have been established to achieve this objective. All members of the Association should be familiar with these rules and comply with these rules while a member of the Association. In addition, it is each member's responsibility to ensure that their visitors and guests follow these rules when visiting Windermere Chase.

B. Authority

These Windermere Chase Homeowners Association (hereinafter referred to as WC-HOA) Architectural Guidelines, Rules, and Regulations (herein referred to as WCAR&R) are adopted pursuant to the Declaration of Covenants and Restrictions for Windermere Chase Homeowners Association recorded in the office of the recorder of Deeds of Orange County, Florida. This WCAR&R supersedes and nullifies any previous guidelines established, barring requirements within the Windermere Chase Association Covenants and By-Laws.

C. Responsibility of the Association

The Association, acting through the Architectural Review Committee (herein referred to as the ARC), shall assume jurisdiction over architectural or landscape modifications. The ARC, when appointed, shall consist of at least three (3), but not more than seven (7), persons who shall serve and may be removed and replaced in the Board's discretion. The member of the ARC need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Windermere Chase Home Owners Association Board of Directors (hereinafter referred to as the WC-HOA BOD). The WC-HOA BOD bears the responsibility for establishing, maintaining and enforcing architectural standards within Windermere Chase, through the ARC. In all matters, the ARC and all persons comprising the ARC shall be defended and indemnified by the Association.

The WCAR&R are intended to provide guidance to owners and builders regarding matters of particular concern to the ARC in considering applications. The ARC shall have the authority to amend the WCAR&R with the consent of the WC-HOA BOD. Any amendments to the WCAR&R shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the WCAR&R, and such amendments may remove requirements previously imposed or otherwise make the WCAR&R less restrictive. The WC-HOA assumes no responsibility for the following:

- 1) Soil conditions, drainage or other general site work.
- 2) Compliance with governmental laws codes or ordinances.
- 3) Performance of quality work by any contractor or sub-contractor.
- 4) Structural adequacy or safety of the proposed improvement or structure.
- 5) Any injury damages, or loss arising out of the manner or quality of approved construction on or modifications to any home site.

Any other circumstance not specifically stated in the Association's governing documents. The Association shall maintain its common property and any other property, including abandoned homes) for which it has maintenance responsibility in a manner consistent with the Governing Documents, the Community-wide standards and all applicable covenants. This maintenance may include lawn and shrub trimming, as well as irrigation. Homes that have been abandoned by their owners can be maintained by the WC-HOA to preserve the value of neighboring residences to reduce neighborhood blight and to reduce an attractive nuisance within the area. All costs of this maintenance and insurance shall be attached to the property until paid in full or re-titled. Where possible the WC-HOA shall make an attempt to collect the costs directly on a monthly basis from the servicer/lender in control of the property.

D. Governmental Control

The WCAR&R sets forth the minimum requirements for compliance. If the requirements for compliance to the WCAR&R conflict with governmental ordinances, the governmental ordinances shall take precedence. If the requirements for compliance to the WCAR&R are more stringent than the governmental ordinances, the WCAR&R shall take precedence.

E. Conflicting Provisions

The **WCAR&R** set forth the minimum requirements for compliance. If the WCAR&R conflict with the Declaration of Covenants and Restrictions, or any amendments thereto, the Declaration of Covenants and Restrictions and/or the amendments shall take precedence.

Section 2 – HOA Application Process for Architectural Modification

A. Responsibility of the Property Owner

- 1) New exterior construction or alteration of any existing structure or landscape on any lot must not be undertaken until the ARC approves the proposed work. (This does not include normal maintenance such as replacing gutters, replacing dead landscape plants, etc.). The property owner assumes all costs, responsibility and risk for entering into a contract or beginning work without the required approval of the ARC.
- 2) Orange County requires building permits for certain construction activities prior to construction; the applicant shall be required to obtain all necessary permits after the ARC has approved the construction request.
- 3) The WC-HOA BOD retains the right to reject any application if the homeowner's dues are not paid in full and/or the homeowner is not in good standing with their requirements to the homeowners association. In the event the application is denied for this reason, the homeowners shall not proceed with the project until approval from the ARC has been granted. Should the homeowner ignore the denial and proceed with the project, the ARC does not bear any responsibility for costs that may be incurred by the homeowner to reverse non-approved work.

B. Submittal

- 1) The applicant shall obtain an Architectural or Landscape Improvement / Modification Application from the Windermere Chase website (www.windermerechase.com) or from the current WC-HOA management company.
- 2) The applicant shall complete and return the application with supporting documents to the current management company prior to construction.

C. Required Documentation

The applicant shall provide the ARC with the following information, in addition to the Architectural Improvement/Modification Application, to allow the ARC to make a decision:

- 1) **Description of Alteration:** Describe and/or sketch in detail the proposed alteration. Include brochures, contractor diagrams, building plans, renderings, etc.
- 2) **Plans and specifications:** Submit plans and specifications drawn to scale, which show the nature, kind, shape, height, materials and color scheme of the proposed building or structure.
- 3) **Location:** Show exact location on plat of survey of all existing and proposed structures. This includes the setback from all adjacent property lines. When requested, homeowner may be asked to physically place grade stakes identifying proposed alteration.
- 4) **Construction Schedule:** Provide a schedule of when work will begin and the estimated time of completion.

- 5) **Other Documents:** Provide other documents for specific improvements as provided herein or as required by the ARC.
- 6) **Site Inspections:** Some applications may require an on-site inspection by the ARC. Such on-site inspections are performed at the sole discretion of the ARC and approval of the homeowner.
- 7) **Additional Information:** The ARC reserves the right to request additional information to consider any application.

D. Review Process

- 1) **Response time.** The ARC shall, within thirty (30) days of **receiving a** completed application and all required information, respond in writing to the applicant. The ARC's decision notice shall be communicated to the homeowner by the WC-HOA management company within three (3) business days via personal delivery, postal delivery to the address on the application, fax, or e-mail. A copy of the application and any additional information, which the ARC may require, shall accompany the notice.

The ARC response may

- a) approve the application, with or without changes, and with or without conditions;
 - b) approve a portion of the application and disapprove other portions; or
 - c) disapprove the application.
- 2) **Considerations.** In reviewing each submission, the ARC may consider any factors it deems relevant, including, without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.
 - 3) **Time Frames.** In the event that the ARC fails to respond in a timely manner, the Owner seeking approval shall request a response from the ARC by certified mail, return receipt requested. If the ARC fails to respond within thirty (30) days after receipt of such request, approval shall be deemed to have been given. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing shall be inconsistent with the WCAR&R, unless a variance has been granted pursuant to Section 4. Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

If action is not taken on approved applications within one year after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to re-apply before commencing the proposed work. Once construction has commenced, it shall be diligently pursued to completion. All work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the ARC grants an extension in writing,

which it shall not be obligated to do. If approved work is not completed within the required time, it shall be considered non-conforming and shall be subject to enforcement action by the Association.

- 4) **Application Not Approved.** If the application is not approved, the ARC may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.
- 5) **Construction Prior to Approval.** If construction precedes submission of the application and supporting documents, the ARC is not held to the thirty (30) day response time. Further, if construction precedes approval or approval is not granted and construction proceeds regardless, the homeowner may be required to remove the unapproved construction at the homeowner's expense within a reasonable amount of time as determined by the ARC pursuant to proper notice from the ARC or current management company.
- 6) **Performance.** If the ARC determines that the construction is not consistent with the guidelines and/or the Declarations, the homeowner may be required to remove said construction at the homeowner's expense.

Section 3 – Appeal of the ARC Decision

A. Appeal Process

- 1) Homeowner may appeal the decision of the ARC. The appeal shall be in writing and shall state the reason(s) for appeal.
- 2) The appeal shall be submitted in writing to the WC-HOA's current management company within forty-five (45) days of notification to the homeowner of the ARC's decision.
- 3) The appeal shall be considered at a regularly scheduled or specifically called ARC meeting. The ARC shall notify the homeowner in writing seventy-two (72) hours in advance of the date when the ARC will consider the appeal. Notification to the homeowner shall be by personal delivery, postal service, fax or e-mail.
- 4) The meeting shall occur within forty-five (45) days of the receipt of the appeal by the ARC.
- 5) The decision of the ARC shall be in writing and shall be final and binding.

Section 4 – Variances

A. Variance Process

- 1) A variance is a request for an exception to the Declaration of the WCAR&R. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, aesthetic, or environmental considerations require, but only in accordance with the adopted Rules and Regulations. Such variances may be granted when unique circumstances dictate, however no variance shall:
 - a) be effective unless in writing;
 - b) be contrary to this Declaration; and
 - c) stop the ARC from denying a variance in other circumstances.

For purposes of this section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

- 2) The homeowner shall submit the variance request in writing along with any supporting documentation and information to the current management company stating the reason(s) for the variance.
- 3) The current WC-HOA management company shall give written notice, including the nature of the variance request, all supporting documentation and the date the ARC shall review this request to the homeowner(s) of the properties adjoining, contiguous to and across the street from the homeowner's property that is requesting the variance.
- 4) The ARC shall review each variance request within thirty (30) days of the receipt of the request and will communicate their decision to the homeowner via the WC-HOA management company.
- 5) Any homeowner of Windermere Chase may submit written opinion of the variance request to the ARC prior to the meeting. Additionally, the ARC shall discuss and receive comments from homeowners during public session of the ARC's scheduled or special meeting.
- 6) The ARC shall not grant a variance from the WCAR&R unless the decisions are based upon the evidence presented. In each specific case, the following must be considered:
 - a) The variance is in harmony with the general purpose and intent of both the WCAR&R and the Declaration of Covenants and Restrictions;
 - b) There are unique conditions of the property or a unique situation which makes the request for variance reasonable and necessary; and
 - c) The variance, if granted, will not alter the essential character of the neighborhood.

Section 5 – Construction Following Application Approval

- A. Construction shall not begin until the homeowner has received written approval from the ARC, via the HOA's management company.
- B. All approved construction and alterations must be completed within one (1) year from the date the application was approved by the ARC.
- C. Construction materials may be stored externally for a period not to exceed ninety (90) days.
- D. Construction debris shall be placed in sturdy and durable containers. All excess building materials must be stored in an orderly fashion and all scraps picked up daily at the end of each workday and placed in containers. No debris may be left outside the building unless it is placed in a container.
- E. Construction materials and/or construction debris may not be placed on any other lot or common area without express written permission of the owner of record for that lot. The homeowner shall be required to provide a copy of the written agreement to the ARC.

Section 6 – Architectural Standards

A. Accessory Buildings and Detached Structures

Sheds and storage units may reside within the home owners' side or rear lot. All sheds and storage units must be located behind standard HOA fencing and reside in such a way as to be least visible from the street, including front and side views (if applicable, i.e. corner lots). Exceptions may be considered for lot elevation, natural obstructions, and overall design of the property.

The following guidelines apply to the various sheds types that may be installed:

PERMANENT SHEDS

- 1) Orange County permits as required for permanent storage units.
- 2) If attached to the home the stucco must match in color and textured appearance to the house. Shingles must also match to the type, color, and size to that of the house.
- 3) Size is limited to 10'x10' maximum with a peaked roof not to exceed 9 feet in height.
- 4) Color(s) on the shed must be complimentary to the home.
- 5) Must be installed on block supports and properly leveled.
- 6) All sheds must be anchored using a mobile home anchor with eye-bolt system secured to a bolt through the bottom plate.
- 7) All sheds must meet Section 553.37(3) of the Florida Building Code.

NON-PERMANENT SHEDS

- 1) Storage units of vinyl construction, such as those by Rubbermaid, are acceptable provided they meet the following standards:
- 2) The maximum size is limited to 72" w by 72" d by 78" h.
- 3) To prevent damage to nearby homes and windows during inclement weather, the storage units should be anchored to the ground using readily available anchor materials.
- 4) The recommended storage unit is Storage Shed 3752 by Rubbermaid with both front access doors and a top slide lid. This storage unit provides 92-cu-ft. of capacity, is the least visible, and least likely to incur damage as a result of high winds or bad weather.

B. Arbors

- 1) Arbor latticework, when used to shield a home or pool enclosure, may not exceed the height of the structure.
- 2) Arbor vines may not exceed the height of the latticework or shielded structure, whichever is greater.

C. External Safety Lights or Bug Lights

- 1) If a light is to be affixed to the home, the ARC will have the final determination as to the exact size, wattage, and location of the light.

D. Business Use

- 1) No trade or business may be conducted or carried on upon the property, except that an Owner or occupant residing in a home may conduct business activities within the home so long as:
 - a) The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the home;
 - b) The business activity conforms to all zoning requirements for the property;
 - c) The business activity does not involve door-to-door solicitation of other residents within Windermere Chase HOA;
 - d) The business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the safety of other residents as may be determined by the WC-HOA BOD or the HOA's management company;

E. Driveways and Walkways

- 1) Expanding or modifying any driveway must be approved by the ARC.
- 2) Modifications will be reviewed taking into consideration house location, lot size and landscaping.
- 3) Driveways and lead walks may be modified with brick pavers. A paver sample must be provided to the ARC before commencing any work.
- 4) Applicant may be required to mark or stake the location of modified driveway for inspection prior to approval. Driveway expansions must never infringe closer than 5-feet to the adjacent owners property line in the front yard setback.
- 5) Concrete driveways may only be stained with a neutral, gray color approved by the BOD and ARC. Requests to stain coat driveways or walkways must include pressure cleaning and surface etching to properly prepare the surface.

F. Exterior Walls of Home

- 1) All one and two story structures must be finished from grade to underside of fascia with either decorative cementitious finish, or cementitious finish with either brick, or stone accents.
- 2) The brick or stone used on the exterior of the home must blend with the roof color.

G. Fences

All fences must go through architectural review and be approved by the ARC. All fences which are permitted shall be maintained in good condition, and shall be cleaned, painted, or stained regularly.

FENCING GUIDELINES

- 1) Permit from Orange County as required.
- 2) The total height of the PVC fence must be 6-feet.
- 3) The standard fence type prior to 2004 was board-on-board pressure treated pine or cypress with dog-ear style cuts. The standard stain color was pearl gray. To maintain wood fencing with the new standard, wood fencing can be painted white (see paint chart for details).
- 4) The PVC fence color must be white and the type must be privacy with tongue & groove pickets.
- 5) The PVC fencing must be non-chalking and contain sufficient ultra-violet (UV) inhibitors, titanium dioxide (TiO₂), and wax protectors to prevent product yellowing or discoloration. Contact the WC HOA board, the Management Company, or check the web site for the list of approved manufacturers that meet these specifications.
- 6) It is strongly recommended that each PVC post is placed in a concrete footer for stability and that the posts are strengthened with stainless steel or aluminum inserts. Do not fill the posts with concrete as this causes expansion and cracks of the posts over time.
- 7) Fence must follow the side and rear lot lines, including a side lot set back requirement of a minimum of five (5) feet from the sidewalk on corner lots.
- 8) Fences must originate and end with the main residence, meeting with the house at the rear and corner of the residence or at a point along the side of the house and be at least five (5) feet from the nearest front yard setback.
- 9) Fences must be well kept and maintained at all times, free of mold, algae, and without any missing parts.
- 10) Older wood fences that no longer hold up to the weather and exhibit cracks, splintering, warping, peeling, and decay should be replaced with the standard PVC fence type. The entire wood fence on the home owner property does not have to be replaced, however continuous sections must be replaced to maintain harmony with neighboring fences and property lines.
- 11) Exceptions to the fence type may be permitted for those lots facing any of the retention areas.
- 12) Under no circumstances will chain link fencing be allowed.
- 13) A plot plan or survey showing the location of the fence must be submitted with the application.
- 14) Fence construction shall not commence until approval has been granted by the ARC.
- 15) Final fence approval is contingent upon inspection following the fence installation.

H. Flags

- 1) Any homeowner may display one (1) portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one (1) portable, removable official flag, in a respectful manner, not larger than 4.5 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag, regardless of any covenants, restrictions, bylaws, rules, or requirements of the association.
- 2) Any homeowner may erect a freestanding flagpole no more than 20 feet high on any portion of the homeowner's real property, if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The homeowner may further display in a respectful manner from that flagpole, one official United States flag, not larger than 4.5 feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and locational criteria contained in the governing documents.
- 3) It is the universal custom to display the flag only from sunrise to sunset on buildings and on stationary flagstaffs in the open. However, when a patriotic effect is desired, the flag may be displayed twenty-four hours a day if properly illuminated during the hours of darkness.
- 4) The flag should not be displayed on days when the weather is inclement, except when an all-weather flag is displayed. The flag should never be fastened, displayed, used or stored in such manner as to permit it to be easily torn, soiled or damaged in any way.

I. House Numbers

- 1) House numbers must be no less than three (3) inches but not more than eight (8) inches in height and be affixed to the front elevation of the house.
- 2) The numbers must be of a color that will contrast with the immediate background material.
- 3) House numbers must not be internally illuminated, except when it is solar-powered with white light, placed at the front plant bed (closest to the house) and integrated with the landscape and only used as an addition to the affixed house numbers.
- 4) House numbers must be properly displayed and easily viewed from the street.

J. Ponds and Retentions Area

- 1) The use of all water bodies owned by the Association within Windermere Chase shall be subject to such rules and regulations as the WC-HOA BOD may adopt from time to time.
- 2) No swimming, boating, or use of any watercraft is allowed in the retention ponds except in case of an emergency or for routine maintenance by authorized personnel.
- 3) Homeowners are responsible to supervise their children and / or guests (invited or otherwise) when around the water bodies to prevent any adverse occurrences from happening.

K. Garage Sales

- 1) Garage Sales are limited to two (2) designated dates per year, as determined by the WC-HOA Board or Activity Committee.
- 2) Garage Sales will be held once in the Spring and once in the Fall, the dates of which will be announced to home owners at least 20 days in advance.

L. Mailboxes

- 1) The standard mailbox in Windermere Chase is manufactured by Brandon Industries. The standard model is either DXF54-2415-1X (double box) or TXF54-XX15-1X (single box).
- 2) Home owners are responsible for damages to their mailbox. Contact the WC-HOA board or the Management Company to coordinate replacement and repairs as necessary.
- 3) The WC-HOA may, on occasion, facilitate and cover repairs or upkeep of the mailboxes for the benefit of the community.

M. Landscaping and Landscape Improvements

- 1) All lots must have a zoned irrigation system with clock that covers the entire landscape plan.
- 2) All lawns will be planted with living grass sod, such as St. Augustine or Zoysia.
- 3) Each lot and all improvements and landscaping thereon, shall at all times be kept and maintained in a safe, clean, well-kept, and attractive condition and shall not be allowed to deteriorate, fall into disrepair or become unsafe or unsightly. In particular, no weeds, underbrush, or other unsightly growth and no trash, rubbish, refuse, debris, or unsightly objects of any kind shall be permitted or allowed to accumulate on a Lot, the home owner's property, or any easements for which the home owner maintains.
- 4) Hardscape will not be permitted in the Right-of-Way or easement area, and must be within the owner's lot lines.
 - a. Hardscape includes, but is not limited to, pools, ponds, pavers, patios, decks, fountains, figurines, statues, bird baths, ornamental designs, rocks, flowerpots and planters, landscape borders, lighting, stepping stones, play sets, etc.
- 5) Any item that could be considered offensive in nature will not be allowed. The ARC will have the final determination as to the offensiveness of an item.

- 6) To incorporate water conserving landscaping standards, Florida Friendly Landscape designs require the WC-HOA Board's approval prior to installation. Florida Friendly Landscape designs may not resemble desert landscapes, and should reflect the lush traditional appearance of Florida gardens.

Florida Friendly Landscape Plan Guidelines

The purpose of Florida Friendly Landscaping is to encourage the installation of drought tolerant plantings which are naturally suited to the soil type for the property in question. In order to ensure that Florida Friendly Landscaping principles are satisfied, all Owners shall submit a detailed plan showing the location of all proposed Florida Friendly landscaping with details regarding the types of all plantings. The plans shall be prepared by a state licensed horticulturalist or other duly licensed Florida professional with expertise in the area of Florida Friendly Landscaping. The plans shall also include a report detailing the soil type and a description as to why each of the proposed Florida Friendly Landscape plantings are suitable for the soil type in question. Non-plant life materials such as rock and mulch are not Florida Friendly Landscaping and are prohibited other than in limited, accent locations such as the immediate base of a tree or planter beds.

N. Nuisance

- 1) Nothing shall be done within the Properties which is illegal, which constitutes a public or private nuisance, or which, in the WC-HOA BOD's judgment, is harmful, unsightly, unpleasant, or of such a nature as to constitute a safety hazard to persons outside the home or as to unreasonably interfere with the quiet use and enjoyment of the Properties by others.

O. Paint – Home Exterior

- 1) A list of the Windermere Chase standard paint color selections can be obtained from the current management company or via the Windermere Chase web site.
- 2) Paint samples or paint chips must be submitted with the ARC application.
- 3) Gloss paint finish is not allowed.
- 4) Garage door(s) may be painted either the base color or trim color of the house. The garage door(s) window inserts must be painted the same color as the garage door(s).
- 5) The finish and color of front door sidelight panel(s), including the trim around glass sections on door and sidelight, must match the finish and color of front door. Any other color scheme will be considered on a case by case basis.
- 6) Even though an owner selects an approved paint color from the Windermere Chase paint color standards list, the ARC may not approve the selection if another home nearby also has a similar paint color.
- 7) Paint colors shall be harmonious and shall be compatible with the roof color.

- 8) Applicant may be required to paint a sample swatch approximately 3 ft. x 3 ft. on the house for inspection prior to approval. Sample containers (29.5oz) may be purchased from Sherwin-Williams to allow the home owner to paint a small section on the house prior to approval.
- 9) Any homeowner may remodel, paint or redecorate the interior of his or her home without approval.

P. Parking

- 1) No house trailer, utility trailer, horse trailer, camper, boat, or boat trailer shall be permitted to be parked or stored at any place on any portion of the Property unless they are parked within a garage, or are located on a Lot so they cannot be seen from any street and are shielded from view from any adjoining Lot.
- 2) On-street parking is restricted to enable safe access for all residents and emergency vehicles called to the neighborhood. Overflow or street parking should only be used when all garage spaces and driveway spaces are occupied by other vehicles at the residence. If additional family and guests are visiting for the day, parking on the street is allowed so long as there are no vehicles parked opposite to each other, or across the street. Overflow parking on the street must be accomplished with all vehicles on any continuous roadway parked on the same side of the street.
- 3) No unregistered or inoperable motor vehicles or trailer of any kind may be disassembled, serviced or repaired on the Properties in such a manner as to be visible from any point on adjacent property or the street, except in the case of an emergency breakdown. The foregoing shall not prohibit the changing of flat tires checking or changing of oil or other maintenance checks.
- 4) Limited overnight parking for vacationing guests must not exceed seven (7) days or length of the vacation visit.
- 5) Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the Association may be towed by the WC-HOA at the sole expense of the owner of such vehicle.

Q. Pets and Animals

- 1) No horses, cattle, swine, goats, poultry, or any other animals not commonly considered household pets shall be kept on the properties. Rabbits may be kept as household pets as long as the number does not exceed three (3) at any home.
- 2) The WC-HOA BOD may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on the properties.
- 3) Under no circumstances shall any commercial or business enterprises involving the use, care or treatment of animals be conducted on the properties without the express prior written consent of the WC-HOA BOD.
- 4) No breeding for commercial or business enterprises is allowed for any animals.

- 5) All pets shall be kept on a leash when not on the pet owner's property and no pet shall be allowed to roam unattended.
- 6) All residents must clean up after their pets.

R. Pools

When submitting an application for the construction of an in-ground swimming pool, the homeowner shall also include the application(s) for proposed fences and decking. No above ground pools will be allowed.

All in-ground pools must meet the following requirements:

- 1) Pools may only be installed in the back yard.
- 2) The pool must meet all governmental regulations, including city permit requirements.
- 3) The pool must be surrounded by either fencing or screen enclosure, which must be approved and comply with the WCAR&R requirements.
- 4) All pools must be located a minimum setback of at least ten (10') feet from any adjacent lot line.
- 5) The pool surface must be blue, white, light green or a natural color and shall compliment the property home color, or approved by the ARC.
- 6) All pool mechanicals must be covered by skirting, lattice or natural landscape providing year round coverage, with opacity to block at least 50% of the mechanicals from the viewpoint of the side and rear lot lines at ground level. PVC fencing lower than the 6-ft standard for perimeter fences may be used to shield pool equipment or any other utility items, such as propane tanks or generators.
- 7) Approval of all in-ground pools is subject to inspection upon completion of installation.

S. Repairs on Homes

- 1) No Owner shall permit the structures on their property to fall into a state of disrepair and the Association shall not permit structures for which it has maintenance responsibility under this Declaration, any Supplemental Declaration, or any other applicable covenants to fall into a state of disrepair.
- 2) The Owner or the Association responsible for maintenance of any structure shall ensure that all painted, stained or sealed surfaces are cleaned and repainted, re-stained or resealed on a regular basis as needed to maintain an attractive finished appearance.

T. Retaining Walls

- 1) Retaining walls will be considered when submitted on a site plan, drawn to scale, showing the location, size and design.
- 2) Walls may not exceed four and a half (4.5) feet in height.
- 3) Walls must be made of a safe, block-type material such a decorative block.

U. Roofs

- 1) All roof cover material must be architectural roofing shingles.
- 2) Any changes from the original roof shingle color must be approved the ARC.

V. Screen Enclosures

- 1) Approval by the ARC is required for all screen enclosures.
- 2) Screen enclosures shall be limited to the rear of the home. These are intended for covering a pool area or patio.

W. Seasonal Decorations

- 1) Seasonal decorations must reflect the current season or celebrated holiday and must be removed within two (2) weeks of the holiday.
- 2) It is preferred that decorations are secured with removable mountings. If permanent mountings are required the size and color should blend in with the home.
- 3) Any damage caused by decorations to the exterior finish of the home must be repaired immediately.
- 4) All electric cords must be concealed as much as possible and may not be placed across walks or driveways or placed to create a safety hazard.

X. Solar Devices

- 1) A fully completed architectural review application must be submitted in advance and in connection with the proposed installation of solar panels or other solar collecting device. The Architectural Review Committee shall have the right to determine the specific location where the solar collectors may be installed on the roof with an orientation to the south or within 45 degrees east or west of due south provided such determination does not impair the effective operation of the solar collectors.
- 2) Notwithstanding any provision of this chapter or other provision of general or special law, the adoption of an ordinance by a governing body, as those terms are defined in this chapter, which prohibits or has the effect of prohibiting the installation of solar collectors, clotheslines, or other energy devices based on renewable resources is expressly prohibited.
- 3) A deed restriction, covenant, declaration, or similar binding agreement may not prohibit or have the effect of prohibiting solar collectors, clotheslines, or other energy devices based on renewable resources from being installed on buildings erected on the lots or parcels covered by the deed restriction, covenant, declaration, or binding agreement. A property owner may not be denied permission to install solar collectors or other energy devices by any entity granted the power or right in any deed restriction, covenant, declaration, or similar binding agreement to approve, forbid, control, or direct alteration of property with respect to residential dwellings and within the boundaries of a condominium unit. Such entity may determine the specific location where solar collectors may be installed on the roof within an orientation to the south or

within 45° east or west of due south if such determination does not impair the effective operation of the solar collectors.

Y. Storm Water and Drainage

- 1) Orange County, Florida has required the developer to install a storm drainage and retention system within the boundaries for the Properties. No structure, fence or landscaping that interferes with the flow or retention of storm water shall be permitted.
- 2) No refuse shall be placed upon or allowed to remain on any part of any Property within any easement area for storm water drainage.
- 3) Retention areas, including drainage swales or retention ponds, shall not be filled or otherwise changed so as to alter or block the flow or the quantity of water.

Z. Trailers or PODS

- 1) Temporary or portable storage trailers, such as "PODS" or other units designed to store and ship personal belongs during move-in and move-out events, are permitted in Windermere Chase for a period of up to two (2) weeks.
- 2) These portable storage trailers must be placed between the sidewalk and the residence with enough clearance to not create a blind spot or cause a safety concern for pedestrians or cyclists using the sidewalk.
- 3) Moving trailers for visiting guests are allowed for a period of no more than seven (7) days within a thirty (30) day period.

AA. Trash Removal

- 1) No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on the Properties except building materials during the course of construction of any approved structure and household trash or garbage between regular pickups.
- 2) If trash or other refuse is to be disposed of by being picked up and carried away on a regular basis, container may be placed curbside in the open after sunset on the night before any day that a pick-up is to be made.
- 3) Trash and recycle containers must be removed from view by dawn of the day following collection.
- 4) Such containers shall be stored in garages, behind side yard walls, or on rear porches so they cannot be seen from surrounding properties.
- 5) If trash is stored outside of the home, it must be stored in containers with secured lids on them.
- 6) When trash is put curbside on trash pick-up days, trash must be placed in trash containers with secured lids, except in the case of yard waste which shall be handled in accordance with Orange County requirements.

- 7) No person shall dispose of any type of refuse, bio-degradable or non-bio-degradable, under any circumstance, on any Common Areas, Retention Areas, or Open Areas.

BB. Trees and Hedges

- 1) No shade tree shall be placed closer than five (5) feet from a property line or driveway.
- 2) Trees must always be maintained to keep the health of the tree at its best.
- 3) Trees may never be left with dead limbs.
- 4) All trees with obvious disease damage should be immediately reviewed by a certified arborist for best course of action to be taken.
- 5) Trees between the sidewalk and the road are the responsibility of the homeowner, and as such, should be trimmed to allow easy passage from walkers on the sidewalk and drivers on the roadway.
- 6) Hedges will be limited in size depending on location upon lot, but will never exceed ten (10) feet in height.
- 7) Plants that will not be considered for a hedge include, but not limited to, Oleander.

CC. Wells

- 1) A well and associated equipment must be placed within a lot so that it cannot be seen from any street and is shielded from any other lot.
- 2) Wells must be installed by a professionally licensed and insured contractor.

Section 7 - Monthly Home Inspections by Management Company

The current management company will make monthly inspections of the entire Windermere Chase subdivision.

A. Guidelines

- 1) All inspections shall be made from the street or sidewalk.
- 2) No entry shall be made on the homeowner's property (excluding water retention easements).

B. Inspection Reporting

- 1) Each violation will be reported on the violation report document.
- 2) Each violation shall have a picture of the violation, if necessary, taken from the inspector's viewpoint.

C. Inspection Report Processing

- 1) The completed inspection report will be distributed to the WC-HOA BOD and reviewed for accuracy.

D. Levy of Fines and Suspension of Use Rights

- 1) Each member and the member's tenants, guests, and invitees, and each association, are governed by, and must comply with, this chapter, the governing documents of the community, and the rules of the association.
- 2) The association may levy reasonable fines of up to \$100 per violation against any member or any member's tenant, guest, or invitee for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$1,000 in the aggregate unless otherwise provided in the governing documents. A fine of less than \$1,000 may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to reasonable attorney's fees and costs from the non-prevailing party as determined by the court.
 - a) An association may suspend, for a reasonable period of time, the right of a member, or a member's tenant, guest, or invitee, to use common areas and facilities for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association.

- b) A fine or suspension may not be imposed without at least 14 days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the association imposes a fine or suspension, the association must provide written notice of such fine or suspension by mail or hand delivery to the parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel owner.
- 3) If a member is more than 90 days delinquent in paying a monetary obligation due to the association, the association may suspend the rights of the member, or the member's tenant, guest, or invitee, to use common areas and facilities until the monetary obligation is paid in full. This subsection does not apply to that portion of common areas used to provide access or utility services to the parcel. Suspension does not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park. The notice and hearing requirements under subsection (2) do not apply to a suspension imposed under this subsection.
- 4) The WC HOA may suspend the voting rights of a parcel or member for the non-payment of any monetary obligation due to the association that is more than 90 days delinquent. A voting interest or consent right allocated to a parcel or member which has been suspended by the association may not be counted towards the total number of voting interests for any purpose, including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under this chapter or pursuant to the governing documents. The notice and hearing requirements under subsection (2) do not apply to a suspension imposed under this subsection. The suspension ends upon full payment of all obligations currently due or overdue to the association.
- 5) All suspensions imposed pursuant to subsection (3) or subsection (4) must be approved at a properly noticed board meeting. Upon approval, the association must notify the parcel owner and, if applicable, the parcel's occupant, licensee, or invitee by mail or hand delivery.