

**DEER LAKES OWNERS' ASSOCIATION, INC.**  
**PATIOS/DECKS GUIDELINES**

Notwithstanding anything herein to the contrary, in the event of a conflict between this document and any provision in the Association's Declaration, Articles of Incorporation, and Bylaws (hereinafter collectively referred to as the Governing Documents) or Florida Statutes, the provisions herein shall be deemed to be modified to conform to the Governing Documents or Florida Statutes to the degree necessary to eliminate the conflict.

**STANDARDS** These guidelines are intended to ensure that all patio or deck improvements approved for installation in Deer Lakes enhance the functionality and appearance of homes within the community without detracting from neighbors' continued enjoyment of their property. No patios or decks shall be constructed or installed without approval of the Deer Lakes HOA Architectural Review Committee.

All construction, installation, improvements, changes, modifications, alterations, additions, or otherwise (hereinafter collectively referred to as "Improvements") to a lot, including the installation of a patio or deck, shall be made in accordance with the specifications herein, with the Governing Documents, and with all applicable government codes, standards and regulations. Owners must obtain any and all permits from appropriate governmental authorities, as may be required. The general standard to which Improvements shall be held, unless otherwise specified in the Governing Documents or Florida Statutes, is the prevalent standard of aesthetics, safety and/or design, as the case may be, which is evident in the overall community.

Improvements shall not include, and no Association approval shall be necessary for repairs or replacements of aspects of existing structures, items or landscaping on a lot when such repairs or replacements shall be an exact duplication of an aspect which was previously approved or originally installed in accordance with the requirements herein and with the Governing Documents. By way of example, replacing a patio, deck, or portion of a patio or deck with the exact same materials, having identical specifications (e.g. color, style, design, materials, dimensions, location etc.) as those previously approved or originally installed in accordance with the requirements herein and with the Governing Documents, shall not be considered an Improvement and shall not require Association approval.

**GENERAL** Any and all Improvements of a patio or deck are intended to be regulated under the terms hereof, even if not specifically so stated. In the event an Improvement is not specifically listed hereunder or delineated herein, Proposed Plans, as hereinafter defined, for such Improvements must still be submitted to the Association in accordance with the requirements herein and with the Governing Documents. Additionally, all Improvements which are similar in nature to any listed herein, but which are not specifically so stated shall be deemed to be included herein and shall be regulated in the same manner as the expressly regulated item which most closely approximates the unspecified item. Moreover, despite the extent of the dissimilarity to any expressly regulated item, the new Improvement shall be regulated according to the terms hereof and shall not be implemented or maintained without the prior written approval of the Association in accordance with the requirements herein and with the Governing Documents. The minimum

standard to which such Improvements shall be held is the prevalent standard of aesthetics, safety and design evident in the overall community.

All patio or deck Improvements on a lot shall be maintained, repaired and replaced in a manner which keeps them as consistent as possible with their original condition. Any Improvements which are not maintained, repaired and replaced to meet or exceed the overall safety, design and aesthetic standards of the community shall be considered a violation hereof and of the Governing Documents. The Association shall have the sole, unfettered discretion to determine when such violation exists.

Subject to all applicable laws and to the extent permitted by the Governing Documents:

- a. the Association shall have the right to enter upon the Lot at any reasonable time(s) during periods of construction or alteration and within thirty (30) days thereafter to inspect any Lot and such Improvements for the purpose of ascertaining whether maintenance of the Lot and maintenance, construction or alteration of structures thereon are in compliance with the applicable provisions; and
- b. such entry by the Association or its agents shall not constitute a trespass and by acceptance of a deed to a lot the Owner shall be deemed to have expressly given the Association the continuing permission and authority to make such entries as further provided herein.

### **DEFINED TERMS**

Association – refers to **DEER LAKES OWNERS’ ASSOCIATION, INC.** and, to the extent applicable, shall include any committee or body elected by the Board of Directors of **DEER LAKES OWNERS’ ASSOCIATION, INC.** to make determinations regarding architectural control in the community.

Preliminary Plans – refers collectively to initial conceptual plans or descriptions which may be submitted to the Association for preliminary review and consideration prior to preparing and submitting Proposed Plans for Improvements.

Proposed Plans – refers collectively to the plans, specifications, surveys, drawings, photographs, and descriptions showing the proposed type, height, width, shape, size, location, color, appearance, elevation (if applicable), materials and any and all other aspects of a proposed change or alteration which shall be submitted along with any standard application forms, as may be adopted from time to time by the Association and must be approved prior to any Improvements being implemented on a lot. The Association reserves the right to request such additional information as may be deemed necessary to appropriately review and approve, modify, or deny the application.

All other terms used herein shall be defined as provided in the Declaration.

### **IMPROVEMENTS**

Preliminary Plans may be submitted to the Association for any Improvements if an Owner would like to obtain a preliminary, non-binding opinion regarding an Improvement. Any response received with regard to Preliminary Plans shall not be considered an approval of an Improvement in any way. Submitting Preliminary Plans and obtaining a preliminary opinion with respect to such Preliminary Plans is merely for the purpose of assisting the Owner in preparation of Proposed Plans which will be more likely to be approved by the Association.

Proposed Plans must be submitted to and approved by the Association in their entirety prior to implementation of any aspect of an Improvement. Proposed Plans for an Improvement will not be considered complete, and the Association will not be required to review Proposed Plans nor approve or disapprove them until all required and applicable aspects describing the Improvement are properly detailed and all application forms required by the Association are completed.

Height and Location The floor or foundation of any approved patio or deck must be no higher than two (2) inches below the fished floor level of the house pad. (See, Article II, Section 16 of the Declaration).

On Lots with a sloped grade, a proposed or approved patio or deck may not extend beyond the residence such that the point of termination of the patio or deck is greater than twenty-four (24) inches above the natural unmodified grade. The grade of the Lot may not be modified to bring the same into compliance with this requirement.

Any proposed or approved patio or deck may not be positioned such that it would interfere with the privacy of adjacent properties. Any proposed patio or deck may not be positioned such that it obstructs or interferes with the lake view of any adjoining property, where applicable.

No patio or deck may be constructed within any conservation easement or such that it encroaches on an adjacent property or Lot. Additionally, all easements, including but not limited to utility or sight distance, shall be appropriately observed such that construction or installation of an approved patio or deck does not interfere with the same.

Roofs and Screens Proposed roofs or screening, which would form a complete or partial enclosure of a proposed patio or deck, must be of compatible design and scale to the existing residence and other structures as may be located on the Lot.

Roofs and screening which would form a complete or partial enclosure of a proposed patio or deck shall be reviewed by the ARC under a separate ARC application and request.

Materials, Style, and Color Patios or decks may be constructed of pavers or concrete. The surface of the patio or deck must be of a uniform design and finish.

Wood and metal patios or decks are prohibited.

All colors utilized must be earth tones to harmonize with the natural environment of Deer Lakes and shall be neutral, soft and unobtrusive. Proposed colors must be compatible with and complementary to the existing colors of the residence and any other structure existing on the Lot.

The colors, staining, or paver color must be selected from the preapproved cement/concrete color list or paver color list. A list of approved colors is available on the Association website, and on file with the Association's management company.

All colors and material must be approved by the ARC prior to installation or construction of the patio or deck.

Drainage Construction or installation of an approved patio or deck shall not adversely affect drainage on any Lot, adjacent or otherwise. Any such adverse impacts to drainage on the Lot or adjacent Lot resulting from the construction or installation of an approved patio or deck must be remedied by the Owner/applicant.

Any adverse impacts to drainage resulting from the modification or improvement of the Lot are the responsibility of the Owner/ applicant making the modification or improvement. Such removal, restoration, or remedy of the adverse condition shall be at the Owner's sole expense, irrespective of prior ARC approval.

In the event the ARC determines that approval of any application for improvement would adversely affect drainage on the Lot or adjacent Lots, the application will be denied.

Construction of Improvement. Installation and construction of any approved patio or deck, and any attendant structure, must be by a licensed and insured contractor. Proof of such license and insurance must be provided to and confirmed by the Association prior to the any work being done on the property.

All construction of any approved patio or deck must be in compliance with all applicable building and zoning regulations and must be appropriately permitted with all appropriate agencies. Proof of appropriate permitting and approvals shall provided by the Owner to the Association prior to construction of the approved patio or deck.

Upon completion, all debris shall be removed and properly disposed of. All lawn areas shall be restored to its original, well-maintained condition.

Maintenance. Any patio or deck Improvement shall be maintained in good condition, appearance, and integrity of the patio or deck at all times. Such maintenance shall be to the highest standards in keeping with the maintenance standards included in the Declaration.

Painted or stained surfaces must be maintained in a uniform finish. General cleaning and maintenance should be addressed on a regular basis, including but not limited to staining, streaking, cracking, breaking or discoloration from algae and moss growth. Repair or replacement of pavers as needed must conform to the approval requirements as stated herein.

The Association and any landscape company with which the Association contracts will not be held liable for any inadvertent damage to pavers, concrete, or accessory elements placed upon an approved patio or deck resulting from the burdens placed upon the Association or its contracted landscaping company related to its maintenance responsibilities.

## **PROCESS**

Except as otherwise provided, once a complete set of Proposed Plans is received by the Association from an Owner for an Improvement, which includes all necessary applications and required evidence, the Association shall have thirty (30) days from receipt of such Proposed Plans to provide a response to the owner, in writing, which approves, modifies, or disapproves, in whole or in part, the Proposed Plans for such Improvement.

If a response indicating approval or disapproval, in whole or in part, of Proposed Plans is not provided to the Owner from the Association within the forty-five (45) days delineated above, the Owner's Proposed Plans shall be deemed to be approved, unless there is a specific reason for delay which is communicated by the Association to the Owner in writing within said forty-five (45) day time frame.

Submission of Preliminary Plans or incomplete plans in any form shall not commence the time allotted for the review period by the Association (i.e., the applicable thirty 30-day review period for Proposed Plans shall not commence upon submission of Preliminary Plans or submission of incomplete plans). Proposed Plans which do not cover all the required, applicable aspects (e.g., plans, surveys, specifications and descriptions showing the proposed type, height, width, shape, size, location, color, appearance, elevation (if applicable), materials of the proposed Improvement, change or alteration, and/or other such information required by the Association) or which are not accompanied by all required application forms shall be considered incomplete until such time as all necessary aspects have been received by the Association.

In addition, the Association, in its sole, unfettered discretion, may require the Owner to provide evidence that the proper permits, or other necessary documentation, have been obtained from the applicable governmental authority.

In the event any required approvals are not obtained prior to commencement of any Improvement, or in the event an Improvement is made which vary from those approved, it shall be deemed that no approvals were given, and the Unauthorized Improvement is in violation of the Declaration. As a result, a fine of \$50 per day shall accrue as provided in Article VI until such approval is obtained or improvements corrected to comply with the written approval given.

The Association shall also be entitled to seek and obtain an injunction to prohibit the completion of the work as well as the removal of the Unauthorized Improvement or any portion thereof and may take any additional actions permitted under the Declaration. The Association may consider Proposed Plans which are submitted for an Unauthorized Improvement subsequent to its implementation. However, nothing herein shall be construed to require the Association to do so. Should the Association decide at any time to expressly disapprove an Unauthorized Improvement and/or the Proposed Plans therefor, in whole or in part, the Owner must immediately cease work on and/or remove any and all disapproved aspects of the Unauthorized Improvement at the direction of the Association and at the Owner's sole expense. Alternatively, if an Owner wants the Association to consider allowing such Owner the right to retain any portion of the Unauthorized Improvement, then such Owner agrees that the Association shall have the right in its sole,

unfettered discretion to require the Owner to modify the Unauthorized Improvement at the Owner's sole expense, as specifically directed by the Association, and submit Proposed Plans for the Association's approval which conform to and properly reflect the Unauthorized Improvement with such modifications as may be required by the Association.