

# WETAPPO

Perspective Landowner/Homeowner,

Please print this out and available as a quick ready reference.

**No Construction or Land Prep is to be conducted without a Certificate of Approval from the Wetappo HOA.**

**All Applications will be reviewed prior to the Monthly DRB Meetings held on the 1<sup>st</sup> Monday of every Month. All Applications must be fully completed in order to be discussed.**

Below is a quick recap of our governing regulations, Which have been provided in the following pages for quick reference.

Please understand that any and all Construction within the Wetappo Preserve HOA requires a minimum final slab elevation above finish grade to be 24 inches.

**See Page 12 of the Architectural Guidelines.**

The Garage is to be at final grade-ground level per page 9 of the Architectural Guidelines.

Additionally the setbacks are as follows:

There is a 25' front setback from any road "right of way" on all lots.

There is a 25' setback along each road on all corner lots.

There is a 35' rear setback on all lots.

Setbacks for lots that include a portion of the under ground utility easement shall be measured from the edge of the utility easement.

Side lot setbacks are as follows:

Lot width up to 149 feet- the side setback is 15'.

Lot width of 150 feet to 199 feet- the side setback is 20'.

Lot width over 200 feet- the side setback is 25'.

The side and rear setbacks contribute to the green space within

**See Page 7 of the Architectural Guidelines.**

House minimum of 1500 sqft Heated and Cooled.

**See Page 12 of the "Declaration of Covenants, Conditions and Restrictions For Wetappo**

Location of all construction and land prep forms.

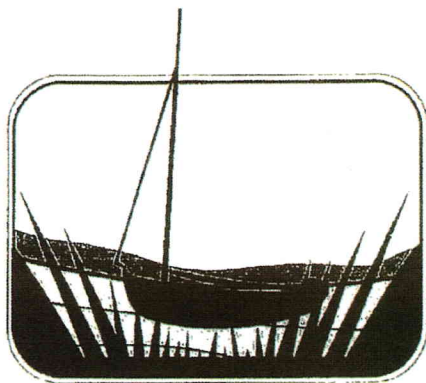
<https://www.4ourseasons.com/wetappo-hoa-public>

BUILDING FORMS from the website, all filled out and all information provided.

Architectural Review Committee (ARC) Review From C

1. Tree and Topographic Survey
2. Site Plan
3. Floor Plans
4. Elevations and Sections
5. Exterior Details
6. Structural and Foundation Plan
7. Landscape Plan
8. Drainage Plan





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ARCHITECTURAL GUIDELINES

*Cover Page*



# Architectural Guidelines

## Introduction

### Setbacks, Siting, Massing and Height

Please refer to your plat for specific property setback lines and the building envelope. In some cases, the building envelope varies in order to respond favorably to the natural settings of the lot. It is recommended that you check the setbacks of your recorded plat.

Generally the setbacks are as follows:

There is a 25' front setback from any road right-of-way on all lots.

There is a 25' setback along each road on all corner lots.

There is a 35' rear setback on all lots. Setbacks for lots that include a portion of the underground utility easement shall be measured from the edge of the utility easement.

Side lot setbacks are as follows:

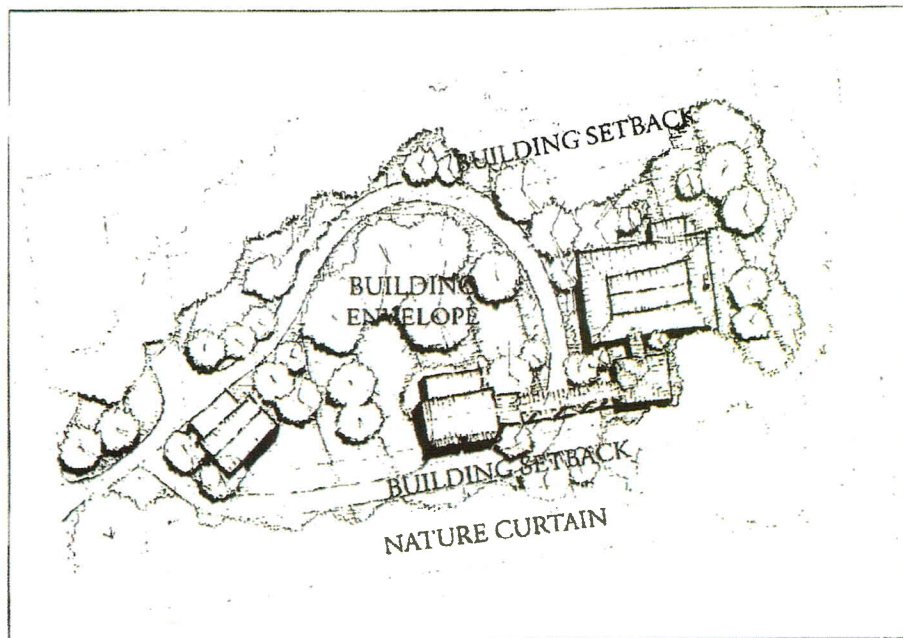
Lot width up to 149 feet- the side setback is 15'.

Lot width of 150 feet to 199 feet- the side setback is 20'.

Lot width over 200 feet- the side setback is 25'.

The side and rear setbacks contribute to the green space within the subdivision. Lot owners must seek approval from the DRB before cutting down any trees. Tree removal within the setbacks will generally not be allowed.

Variations will be considered in cases where only a small portion of the roof exceeds 3.0 stories for a small belvedere, crow's nest, cupola or any such feature that enhances the design or functions as a way to experience or view nature. In principle, the existing vegetation should not be dwarfed by the height and mass of the building. In most cases this has proven to be a home that is not greater than 1.5 stories, or a home that is only 2 stories for a small portion of the main house.

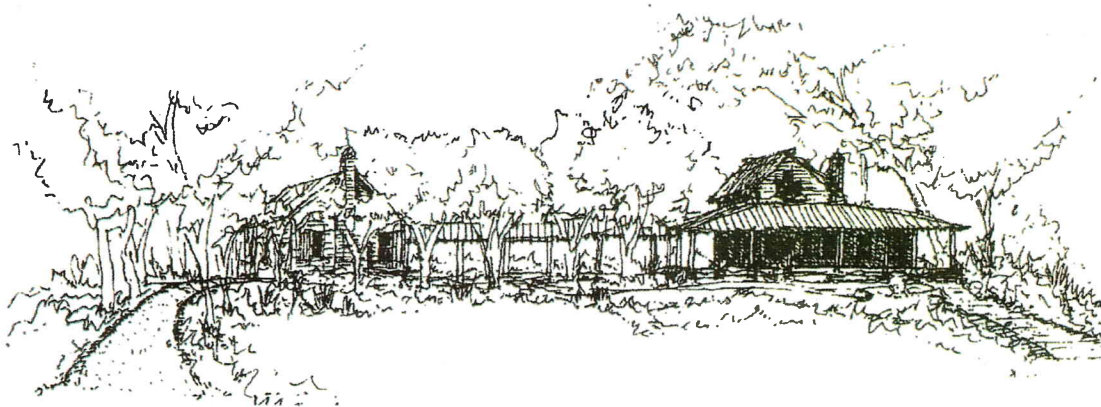
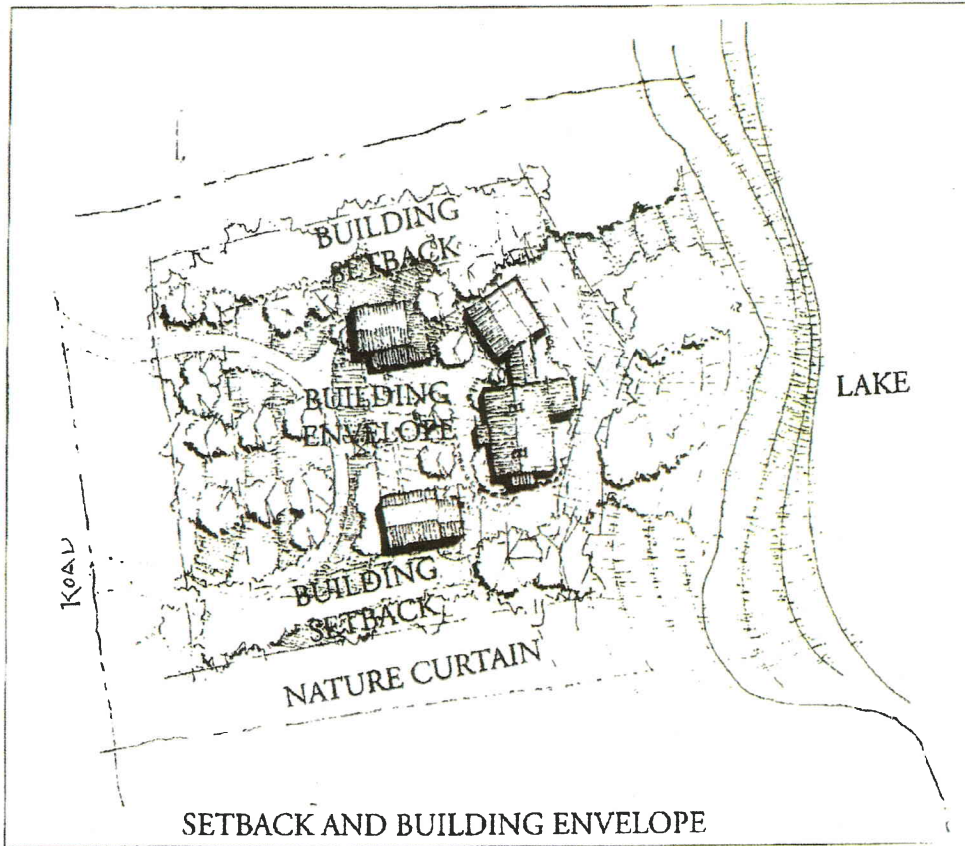


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# Architectural Guidelines

## Introduction



Placement of house and garage increases indoor/outdoor space.  
Meandering drive allows for a more pleasing sense of arrival by slowly unveiling the site and structures.

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# Architectural Guidelines

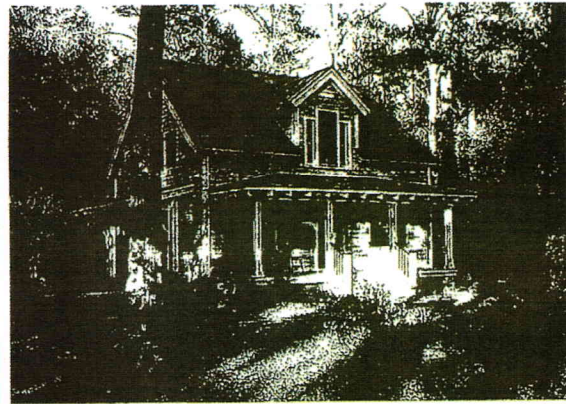
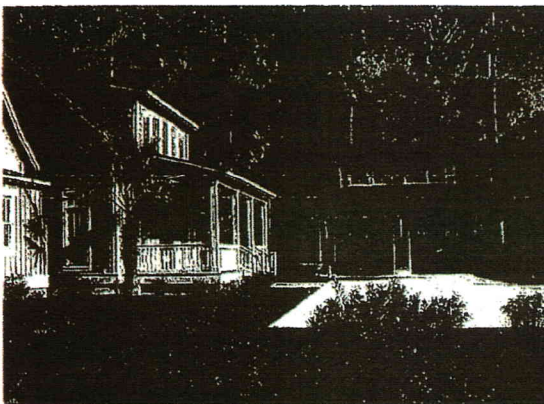
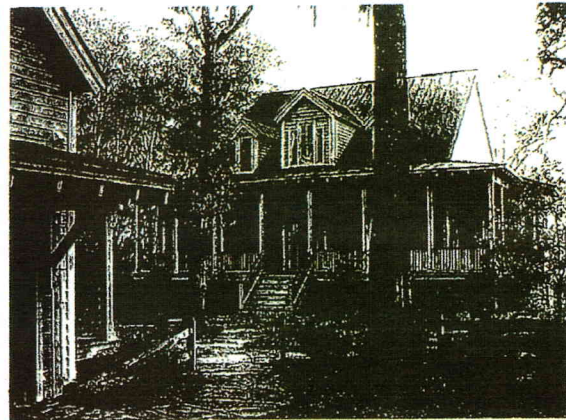
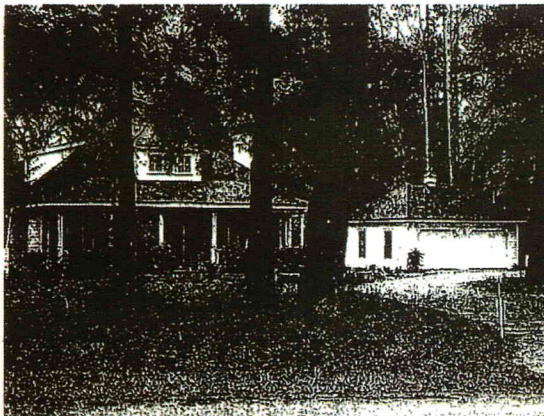
## Introduction

### Garages

If a garage is desired for the storage of automobiles, golf carts or storage, the DRB requests that the architect detach it from the main building. If site limitations prevent the detachment of the garage, then it is acceptable to include ground level garage/storage space. A carport is an acceptable alternative providing the structure is professionally designed and compatible with the architectural style of the house.

### Guest House

The construction of a guest house, prior to the construction of the main house, is permitted under these DRB guidelines providing that a master plan for the main house and guest house has been submitted and approved in accordance with the submittal requirements. After approval has been granted for the overall home and site plan, the guest house and associated site and landscape design will be subject to the remaining steps in the review and permitting process.



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# Architectural Guidelines

## Design Standards

### A. Foundations

#### MATERIALS

- Foundation walls, piers and chimneys shall be finished with stucco or brick.
- Approved Foundation Screenings are:
  - Horizontal or Vertical louvred wood vent. Note- Size appropriate to frame between piers with blades to shed rain (screened on the back side).
  - Lattice (square orientation).

#### EXECUTION

- All slab and crawl space foundations shall place the main mass of the structure a minimum of 24" above grade as seen from the front elevation.
- The DRB reserves the right to set specific height requirements for specific areas.
- Visible piers shall be no less than 16" on exposed face.
- All screening must be set back (not flush) from the face of piers/wall.

#### GENERAL NOTES

- Masonry arches shall be a minimum of 8" in depth.

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Upon recording, please return to:

Paul W. Groom II  
Rish, Gibson & Scholz, P.A.  
P.O. Box 39  
Port St. Joe, Florida 32457

Inst: [REDACTED] Date: 05/02/2005 Time: 10:56  
BLO DC, Rebecca L. Norris, GULF County B:375 P:920

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**FOR**

**WETAPPO**

RISH, GIBSON & SCHOLZ, P.A.  
P.O. Box 39  
Port St. Joe, Florida 32457

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outside a structure are subject to approval.

Each dwelling shall be designed by and built in accordance with the plans and specifications of a licensed architect or qualified residential designer acceptable to Declarant. Dwellings shall be constructed by licensed or certified Builders acceptable to Declarant.

Approval under this Article and the Design Guidelines is not a substitute for any approvals or reviews required by Gulf County, or any other municipality or governmental agency or entity having jurisdiction over architectural or construction matters.

This Article shall not apply to the Declarant's activities, or to the Association's activities during the Class "B" Control Period.

No house shall be constructed on any lot with less than 1500 square feet of heated and cooled space. However, a carriage house of not less than 1000 square feet may be constructed on any lot, in addition to the main house.

4.2. Architectural Review

(a) By Declarant - Declarant shall have exclusive authority to administer and enforce architectural controls and to review and act upon all applications for architectural and other improvements within the Community. Declarant's rights under this Article shall continue until all Lots have been conveyed to Class "A" Members other than Builders and have been improved with a dwelling (in the case of a Residential Lot) or other permanent improvement (in the case of a Non-Residential Lot) for which a certificate of occupancy has been issued by Gulf County, unless Declarant earlier terminates its rights in a recorded instrument. Declarant may designate one or more Persons to act on its behalf in reviewing any application. In reviewing and acting upon any request for approval, Declarant or its designee acts solely in Declarant's interest and owes no duty to any other Person.

Declarant may from time to time delegate or assign all or any portion of its rights under this Article to any other Person or committee, including the Design Review Board. Any such delegation shall be in writing, shall specify the delegated responsibilities, and shall be subject to (i) Declarant's right to revoke such delegation at any time and reassume its prior jurisdiction, and (ii) Declarant's right to veto any decision which it determines, in its discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, the jurisdiction of other entities shall be limited to such matters as Declarant specifically delegates.

(b) Design Review Board - Upon Declarant's delegation or upon expiration or termination of Declarant's rights under this Article, the Association, acting through the DRB, shall assume jurisdiction over architectural matters. When appointed, the DRB shall consist of at least three, but not more than seven, Persons. Members of the DRB need not be members of the Association or representatives of Members, and may, but need not, include architects, engineers, or similar professionals, who may be compensated in such manner and amount, if any, as the Board may establish. The DRB members shall be designated, shall serve, and may be removed and replaced in the Board's discretion.

The Board may create and appoint subcommittees of the DRB. Subcommittees may be established to preside over particular areas of review (e.g., landscape plans) and shall be governed by procedures the Board or the DRB may establish. Any subcommittee's actions are subject to review and approval by Declarant, for as long as Declarant may review the DRB's decisions, and the DRB. Notwithstanding the above, neither the DRB nor Declarant shall be obligated to review all actions of any subcommittee, and the failure to take action in any instance shall not be a waiver of the right to act in the future.

Unless and until such time as Declarant delegates any of its reserved rights to the DRB or Declarant's rights under this Article terminate, the Association shall have no jurisdiction over architectural matters.

Declarant and the Association may employ architects, engineers, or other Persons to perform the review required under this Article.

(c) Reviewer - The entity having jurisdiction in a particular case, whether Declarant or its designee or the

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BLO JPC, Rebecca L. Morris, Gulf County 0:315 P:331

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In addition to the foregoing, the Association and Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the Reviewer's decisions. The alternative dispute resolution provisions set out in Article XIII shall not apply to actions by Declarant or the Association to enforce the provisions of this Article or the Reviewer's decisions.

**4.9 Set Backs**

There shall be a front set back on all lots of 25 feet from any road right-of-way. Corner lots shall have 25 foot set backs along each road.

There shall be a 35 foot rear set back on each lot. For any lot which includes a portion of the underground utility easement as shown on the plat, the 35 foot set back shall be measured from the edge of the utility easement.

Side lot set backs shall be as follows:

| <u>Lot Width</u>     | <u>Side Set Back</u> |
|----------------------|----------------------|
| Up to 149 feet       | 15 feet              |
| 150 feet to 199 feet | 20 feet              |
| Over 200 feet        | 25 feet              |

It is the intent of the developer that side and rear set back contribute to the green space within the subdivision; therefore, no lot owner shall be allowed to cut any tree within side and rear set backs without the approval of the DRB.

In the event that an owner owns two (2) adjacent lots and elects to build in such a manner as to use both lots, side set back requirements at the common lot line shall not apply.

**ARTICLE V MAINTENANCE AND REPAIR**

**5.1. Maintenance of Lots**

Each Owner must maintain his or her Lot, including all structures, landscaping, and other improvements comprising the Lot, in a manner consistent with the Governing Documents, the Community-Wide Standard and any other applicable covenants, unless, such maintenance responsibility is otherwise assumed by the Association or assigned to the Association under any Supplemental Declaration, additional covenants applicable to such Lot, or by law.

**5.2. Responsibility for Repair and Replacement**

Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance includes responsibility for repair and replacement, as necessary to maintain the property to a level consistent with the Community-Wide Standard.

Each Owner shall carry property insurance for the full replacement cost of all insurable improvements on his or her Lot, less a reasonable deductible, unless the Association carries such insurance (which it may, but is not obligated to do). If the Association assumes responsibility for insuring a Lot, the insurance premiums shall be levied as a Benefitted Assessment against the benefitted Lot and the Owner.

Within three months of any damage to or destruction of a structure on a Lot, the Owner shall repair or reconstruct the structure in a manner consistent with the original construction or other plans and specifications approved in accordance with Article IV; provided, under special circumstances, the Board in its discretion, may extend such time period. Alternatively, the Owner shall clear the Lot and maintain it in a neat and attractive condition consistent with the Community-Wide Standard. The Owner shall pay any costs insurance proceeds do not cover.

Reg: 0000035459 Date: 05/02/2005 Time: 10:58  
 935 DC, Rebecca L. Morris, GOLF County B:315 P:935