

AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
WINDWARD ESTATES

KNOW ALL MEN BY THESE PRESENTS, this AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR WINDWARD ESTATES, ("Amended and Restated Declaration") is made and entered into this 10th day of October, 2020.

WITNESSETH:

WHEREAS, THE J. L. MASON GROUP OF CENTRAL FLORIDA, INC., a Florida corporation hereinafter referred to as "Developer" was the owner of certain real property known as WINDWARD ESTATES, according to the plat thereof as recorded in Plat Book 20, Pages 1 and 2, Public Records of Orange County, Florida; and

WHEREAS, the above described real property shall hereinafter be referred to as the "Property"; and

WHEREAS, the Developer executed a Declaration of Covenants and Restrictions for Windward Estates, and recorded the same on June 24, 1987, at Official Records Book 3898, Page 1218, et seq., Public Records of Orange County, Florida (hereinafter referred to as the "Original Declaration"); and

WHEREAS, the homeowners of Windward Estates (hereinafter referred to as Owner(s)) have formed a corporation entitled the Windward Estates Homeowners Association (hereinafter known as the "Association"); and

WHEREAS, the Association desires to maintain on the Property a residential community of single-family residences with certain water retention areas, entranceways, and a masonry wall being hereinafter collectively referred to as the "Greenbelt Areas"; and

WHEREAS, the Association desires to provide for the preservation of the values in said community and for the maintenance of the Greenbelt Areas and to this end, desires to subject the Property to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof; and

WHEREAS, the Association deems it desirable, for the efficient preservation of the values and in said community, to maintain an agency to which will be delegated and assigned the power of maintaining the Greenbelt Areas; administering and enforcing the covenants and restrictions; collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Association referred to in Article I, is incorporated as a non-profit corporation under the laws of the State of Florida for the purpose of exercising the functions aforesaid, copies of which Articles of Incorporation and Bylaws were attached to the Original Declaration as Exhibit "A", and are incorporated herein by this reference; and-

WHEREAS, as permitted by the Original Declaration, certain Amendments to the Original Declaration and Bylaws were recorded as follows:

- Amended Declaration of Covenants and Restrictions Windward Estates and Amended Bylaws of Windward Estates Homeowners Association, Inc., recorded on November 12, 2010, at Official Records Book 10133, Page 8867, et seq., Public Records of Orange County, Florida; and

WHEREAS, the Original Declaration, and as amended, provides that the Declaration may be amended by two-thirds (2/3) vote of the Board of Directors of the Association by executing a written instrument affecting said changes and recording said instrument upon the Public Records of Orange, County, Florida; and

WHEREAS, pursuant to the authority in the Declaration, this Amended and Restated Declaration was submitted and approved by at least two-thirds (2/3) of the Board of Directors at a properly noticed Board meeting held on October 10, 2020.

NOW, THEREFORE, the Association declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens, sometimes hereinafter referred to as "covenants and restrictions", hereinafter set forth in this Amended and Restated Declaration of Covenants and Restrictions for Windward Estates, as may, from time to time, be amended in the future, and that such covenants and restrictions shall run with the real property described above and be binding on all parties having any right, title, or interest in the real property, including their heirs, personal representatives, successors and assigns.

This Amended and Restated Declaration of Covenants and Restrictions for Windward Estates specifically and completely supersedes and replaces the Original Declaration, and Amended Declaration, except that the existing Articles of Incorporation and Bylaws are not being amended and the such previously recorded Articles of Incorporation and Bylaws of the Association remain in full force and effect.

ARTICLE I: DEFINITIONS

SECTION 1. The following words when used in this Declaration or any supplemental declaration (unless the context shall otherwise prohibit), shall have the following meanings:

a. "Association" shall mean and refer to Windward Estates Homeowners Association, a Florida corporation not for profit.

b. "Property" shall mean and refer to the Plat of Windward Estates as recorded in Plat Book 20, Pages 1 and 2, Public Records of Orange County, Florida, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

c. "Greenbelt Areas" shall mean and refer to the Drainage Retention Area off Conway Road designated as Tract A; the entranceway off Gatlin Avenue designated as Tract B

and the Landscape Buffer Areas; Tract A shall be dedicated to and maintained by Orange County; Tract B, the Landscape Buffer Areas and the Wall constructed by the Developer on Tract A and along the rear of Lots 1 through 7 and 49 through 52 inclusive, shall be maintained by the Windward Estates Homeowners Association as shown on the plat of Windward Estates, Plat Book 20, Pages 1 and 2, Public Records of Orange County, Florida.

d. "Lot" shall mean and refer to any plot of land shown upon the plat of Windward Estates, Plat Book 20, Pages 1 and 2, Public Records of Orange County, Florida.

e. "Living Unit" shall mean and refer to any portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single family.

f. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot and Living Unit which is situated upon the property; but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to the Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

g. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, below.

ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1. The Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Orange County, Florida, and is more particularly described as follows, to wit:

Windward Estates, according to the plat thereof as recorded in
Plat Book 20, Pages 1 and 2, Public Records of Orange County,
Florida.

SECTION 2. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation, pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the property together with the covenants and restrictions established upon any other properties as one overall plan or scheme. No such merger or consolidation, however, shall affect any revocation, change, or addition to the covenants established by this Declaration within the property except as hereinafter provided.

ARTICLE III: MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. Membership. Every person or entity, who is a record owner of a fee simple interest or undivided fee simple interest in any Lot, shall be a Member of the Association; provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

SECTION 2. Voting Rights. The Association shall have one (1) class of voting membership. A Member shall be every person or entity who is a record owner of a fee simple interest or undivided fee simple interest in any Property. A Member shall be entitled to one vote for each Property.

ARTICLE IV: COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot owned within the Property hereby covenants and each Owner of any Lot by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association:

- (1) Annual assessments or charges, and
- (2) Special Assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

Any annual and special assessments from time to time remaining unpaid, together with interest, late fees, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a lien upon the Lot against which each such assessment is made, as provided in Section 3, e. of Article IV. Each such assessment together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who as the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

SECTION 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents and the Property and in particular for the maintenance of the Greenbelt Areas, including, but not limited to:

- a. Payment of operating expenses of the Association;
- b. Maintenance, improvement, repair and operation of the Greenbelt Areas;
- c. Repayment of funds and interest thereon that have been or may be borrowed by the Association for any of the aforesaid purposes;
- d. Doing any other thing necessary or desirable in the judgment of said Association, to keep the sub-division neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health, or safety hazards.

SECTION 3. Annual Assessments.

a. Annual Assessment. The Annual Assessment shall be due in two (2) equal payments on January 1st and July 1 of each year.

b. Increase in Annual Assessment The assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of membership. The maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of members who are voting in person or by proxy at a duly called meeting for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set for the purpose of the meeting.

c. Special Assessments for Capital Improvements. In addition to the Annual Assessments, the Association may levy in any assessment year a Special Assessment, applicable to that year only. Said assessment shall be levied by the Association for the purposes set forth in Article IV, Section 2, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting called for this purpose.

d. Notice and Quorum for any Action Authorized Under Section 3 b and c. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3, b and c shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting so called, the presence of members or proxies entitled to cast thirty percent (30%) of all the votes of the membership shall constitute a quorum.

e. Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided for herein shall be due in two (2) equal payments as to all Lots on the first (1st) day of January and the first (1st) day of July. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of January 1. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a fee of \$20.00 per certificate, furnish an estoppel certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid, and the other information required by Section 720.30851, Florida Statutes, as amended from time to time. An association waives the right to collect any moneys owed in excess of the amounts specified in the estoppel certificate from any person who in good faith relies upon the estoppel certificate and from the person's successors and assigns.

f. Effect of Non-Payment of Assessment. If any assessments are not paid on the date when due, then said assessments shall become delinquent and shall, together with such interest, and late fees thereon and cost of collection thereon as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisee, personal representatives, and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period and shall not pass to his successor in title unless expressly assumed by then, or unless the Association causes a lien to be recorded in the public records giving notice to all persons that the Association is asserting a lien upon the Lot.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of eighteen percent (18%) per annum and shall be subject to a late fee of \$25.00 for each late installment, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment interest, late fees, the cost of the action, including legal fees whether or not judicial proceedings are involved and including legal fees and costs incurred on any appeal of a lower court decision.

g. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the Lot subject to assessment, however, the Association's lien shall be superior to all other liens, no matter when they shall become effective, unless provided otherwise by the Florida Constitution or Florida law. The subordination shall not release such Lot from liability for any assessments now or hereafter due and payable. In addition, such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a mortgage foreclosure of a first mortgage or a deed in lieu of foreclosure; and subject to the other requirements contained herein. The priority of the Association's lien and the obligation for payment of past due assessments or other sums due in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by Section 720.3085, Florida Statutes, as amended from time to time. Such sale shall not relieve such property from liability for any assessments thereafter becoming due or from the lien of any subsequent assessment.

h. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein: (i) all property to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (ii) all greenbelt areas as defined herein; (iii) all property exempt from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or lien.

i. Uniform Rate of Assessment. Both Annual and Special Assessments shall be fixed at a uniform rate for all Lots and may be collected on an annual basis.

Article V: ARCHITECTURAL REVIEW BOARD

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the subject property, nor shall any exterior addition to or change or alteration therein be made, until the plan and specifications showing the nature, kind, shape, height, materials, and location of the same, shall be submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

SECTION 1. Composition. The Board of Directors, shall immediately form a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB". The ARB shall consist of three (3) Members, one of whom will be a current board member.

SECTION 2. Duties. The ARB shall have the following duties and powers:

a. To approve all buildings, fences, walls, pools, or other structures which shall be commenced, erected, or maintained upon the subject property and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, kind, shape, height, materials, and location in relation to surrounding structures and topography;

b. To approve any such building plans and specifications and lot grading and landscaping plans, and the conclusion and opinion 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 Board of Directors for the subject property or contiguous lands thereto. Any denial by the ARB entitles the Owner to presentation to the full Board for further consideration;

c. To require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision;

d. In the event an Owner of any Lot in the properties shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Board of Directors of the Association and after a thirty (30) day notice by the Board of Directors to the Lot Owner of the maintenance deficiencies and upon the approval of two-thirds (2/3) vote of the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said parcel to repair, maintain, and restore the lot and the exterior buildings and any other improvements directed thereon. The entry of such lot for such purposes shall not constitute a trespass. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

SECTION 3. Good Neighbor Policy. When proposed alteration has possible impact on adjacent property, it is suggested that the applicant discuss the proposal with neighbors prior to making an application to the Architectural Review Board. It may be appropriate in some cases to submit neighbor comments along with the application. Notification would not imply consent, but allow the ARB to consider comments along with the proposed alteration. The ARB may, at its own discretion, solicit comments from adjoining property owners regarding certain applications.

ARTICLE VI: RESTRICTIVE COVENANTS

The subject Property shall be subject to the following restrictions, reservations, and conditions, which shall be binding upon each and every Owner who shall acquire hereafter a Lot or any portion of the subject property, and shall be binding upon their respective heirs, personal representatives, successors, and assigns, as follows:

SECTION 1. Land Use. No Lot shall be used except for residential purposes, except that real estate brokers, owners, and their agents may show dwellings for sale or lease; but nothing shall be done on any Lot which may become a nuisance or unreasonable annoyance to the neighborhood.

SECTION 2. Dwelling Size. All Living Units shall have a minimum of one thousand five hundred (1,500) square feet of living area. The floor space within the garage, a breezeway, a port, or an unfinished storage utility room shall not be included within the living area for the purpose of determining the minimum allowable living area.

SECTION 3. Building Location.

a. Front yards shall not be less than 25 feet in depth measured from the front lot line to the front of any Living Unit.

b. Rear yards shall not be less than 30 feet in depth measured from the rear lot line to the rear of any Living Unit, exclusive of patio. Provided, however, all Living Units constructed on Lots which abut Gatlin Avenue shall be located a minimum of 85 feet from the center line of the said Gatlin Avenue.

c. Side yards shall be not less than 7.5 feet in depth, except on corner lots (See Article VI, Section 3.d).

d. All living Units shall face to the front of the Lot, except in the case of corner lots, in which instance, said Living Unit may face towards either street (provided, however, corner Lot Living Units shall be setback no less than 25 feet from the front lot line, and no less than 15 feet from the side street lot line, except that Lots 1, 17, 26, 27 and 52 shall be set back 20 feet from the side street lot line.

SECTION 4. Living Unit Characteristics. No Living Unit shall exceed thirty-five (35) feet in height, nor exceed two (2) stories. Each Living Unit shall have an enclosed garage. No detached garage structure will be permitted. No garage, nor any portion thereof shall be converted into a living area.

SECTION 5. Exterior Materials. Only finished materials such as brick, stucco, painted siding, vinyl, Hardie Board®, and wood shall be used for the exterior surfaces of buildings.

SECTION 6. Paint and Siding Colors. Exterior paint colors and siding on newly constructed homes and existing homes that are repainted / resided must be approved by the ARB and HOA Board *prior* to painting/ siding. As color schemes and styles are constant

changing, an "approved color list" is not practical to maintain. As a guideline, consider "earth tones". Exterior color choices are subject to the discretion of the Board. Present color samples for approval through the Architectural Review Board, as described above.

SECTION 7. Signs. No sign shall be displayed with the exception of a maximum of one (1) "For Sale" sign upon each lot not exceeding 36" x 24", and shall otherwise comply with the Orange County sign ordinances and regulations.

SECTION 8. Game and Play structures. Any fixed game and play structure shall be located at the rear of the dwelling, or on the side portion of corner lots within the setback lines. Tree houses or platforms of a like kind or nature will be not constructed on any part of the lot located in front of the rear line of a Living Unit constructed thereon.

SECTION 9. Fences. After appropriate written approvals have been received from the ARB of the Homeowners Association, fences will be permitted, subject to the following restrictions:

- a. Fences shall not exceed six (6) feet in height and shall be made of a wood or vinyl material of a style and type approved by the ARB. Posts on stockade type fences must be installed to the inside of the Lot and hidden from public view. No chain link fence will be permitted.
- b. Fences shall not be permitted beyond the front building line.
- c. Fences shall not extend above the masonry wall described in Article I, Section 1, c., unless approved in advance by the ARB. All fences on individual Lots must transition to meet the height of the aforesaid wall.

SECTION 10. Swimming Pools, Spas, or Hot Tubs. After appropriate written approvals have been received from the ARB and appropriate Orange County permits have been obtained, a swimming pool, spa, or hot tub may be permitted on a residential lot subject to the following restrictions:

- a. All swimming pools and spas shall be enclosed by a fence or pool enclosure; however, any fence must be in conformity with the requirements outlined in Section 8 hereof.
- b. Pool screen enclosures must be anodized aluminum.

SECTION 11. Sheds and Out Buildings. Sheds are permitted, but must be approved by the Architectural review Board and the Board of Directors.

- a. In unincorporated Orange County sheds must meet:
 - Florida's hurricane codes and be engineered to comply with the Florida Building Code and withstand wind loads of up to 119 m.p.h.
 - Orange County Zoning Division requirements and be located 5' from property lines (typically) and 10' from other structures (Building: or provide 1- hour fire-rated walls). Please check with Zoning Division staff at 407-836-3111 for the requirements at your property

- b. Building permits are generally required for constructing or otherwise installing a storage shed. It is your responsibility to secure necessary permits and approvals from Orange County.
- c. Requirements:
 - Materials acceptable are vinyl coated metal, solid vinyl or vinyl siding. Wood sheds may be permitted, if approved in advance by ARB.
 - Metal sheds are not permitted, unless vinyl coated.
 - The maximum size shed is 8' x 10' x 8' high (at roof peak).
 - Sheds must be installed at least 5' from the property lines.
 - If the base of the shed is not level to the ground, the space between the base of the shed and the ground has to be covered, either by lattice work or natural vegetation.
 - The finish of the siding should be horizontal to match the house.
 - Construction must be of high-quality materials,
 - Sheds must match the color and trimming of the house, or in some cases a neutral color could be accepted
 - A picture of the vinyl product or shed must be included with the application.
 - You should enclose with your Architectural Review Form a list of exterior colors/finishes, drawings to scale, and a plot of your lot indicating the proposed location of the shed.
 - Storage sheds should not be placed in an area that would interfere with neighboring homes.

Documentation from neighbors immediately adjacent to property must be submitted noting that they are aware of the installation.

SECTION 12. Subordination of Lot Liens to Mortgages. The subordination of Lot liens to mortgages shall be as provided in Article IV, Section 3.g.

SECTION 13. Garbage and Trash Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept in the garage, 10 feet back from the front of the Living Unit, or behind a fence. No burning of trash or other waste materials shall be permitted.

- a. Trash and recycling containers may be placed on the street for pick up only after 5 PM the day prior to pick-up, and are to be returned to a location specified above by 12 midnight of pick-up day.

SECTION 14. Nuisance. There shall be no improper or unlawful use of the Property and no use or behavior shall be allowed which will create a public or private nuisance, nor which shall unreasonably interfere with the quiet possession or enjoyment of a Lot, nor which becomes a source of annoyance to the Owners, or which will increase insurance rates.

- a. All property shall be kept in a neat and attractive manner.

- Please refer to current "Exterior Home Maintenance Inspection" form posted on website www.windwardestates-hoa.org for current guidelines.
- b. The Lots shall be used in accordance with all federal, state, and local laws and ordinances.
- c. No Owner shall use or permit a Lot to be used in any manner which would be unreasonably disturbing, detrimental or a nuisance to the occupant of another Lot or which would not be consistent with the maintenance of the highest standards for a first-class residential community, nor permit the premises to be used in a disorderly or unlawful way.
- d. The use of each Lot shall be consistent with existing laws and the Governing Documents, and Occupants shall at all times conduct themselves in a peaceful and orderly manner.
- e. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood;
- f. Animals. No cows, cattle, goats, hogs, poultry or other like animals or fowl, shall be kept or raised on any Lot or any Living Unit; provided, however, that nothing herein shall prevent the keeping or raising of a domestic pets; provided, however, all domestic pets shall either be kept on a leash or kept within an enclosed area. In no event shall such pets be kept, bred, or maintained for any commercial purposes.
- g. Clotheslines. There shall be no exterior clothes lines, except clotheslines shall be permitted in the rear of the Lots in a location that is hidden from plain view (when the Lot is viewed from the street).
- h. No exterior TV antennas, except as otherwise provided in Section 17.

SECTION 15. Boats, Trailers, Mobile Homes and Recreational Vehicles. No recreational vehicle, mobile home, house or travel trailer, camper, boat trailer, boat, or similar outbuilding or structure shall be placed on any Lot in excess of forty-eight (48) hours in front of a Living Unit including the non-front side of a corner Lot.

Definitions: A vehicle is defined as an automobile, truck, motorcycle, motorbike, boat, trailer, camper, house trailer, or similar mode of wheeled transportation. A trailer is defined as any form of non-automotive vehicle or equipment designed to be towed by a vehicle

- a. It is permissible to temporarily park boats and trailers in the resident's driveway, but these cannot remain in the driveway for a period exceeding 48 hours. Storing in the garage is permissible and encouraged.
- b. Residents may seek a temporary exemption from this restriction from the Board of Directors. Exemption shall not exceed 45 days per calendar year and owner must

have written approval of neighbors on either side before seeking exemption from Board of Directors. Approval for 2/3 of Board is required.

- c. No vehicles, boats, or trailers are to be parked on any portion of the lawn or landscaping except boats and trailers may be parked in the back yard, behind a fence, as long as the boat or trailer is not visible from Wheelhouse Court or Yachtmans Court.
- d. No boats or trailers are to be parked on the street.

SECTION 16. Vehicles and Repair. No inoperative cars, trucks, campers, recreational vehicles, mobile homes, or any other type of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of 48 hours; provided, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle, on or adjacent to any Lot. No boats, campers or recreational vehicles shall be allowed to be parked for over 48 hours in front of a Living Unit including the non-front street side of a corner lot.

a. Definitions:

- A vehicle is defined as an automobile, truck, motorcycle, motorbike, boat, trailer, camper, house trailer, or similar mode of wheeled transportation. A trailer is defined as any form of non-automotive vehicle or equipment designed to be towed by a vehicle.
- Any vehicle including trailers and recreational vehicles that is not currently registered or does not display a current valid license plate and validating sticker shall be deemed inoperative.
- Inoperative is defined as the inability to be lawfully or mechanically operated on a public street due to circumstances such as lack of current and valid state license plate, flat tires, missing engine or physical damage.
- Inoperative vehicles shall include any parts of a vehicle located separately from a vehicle. These must be stored in the garage.

b. Inoperative Vehicles: Inoperative vehicles cannot be parked or otherwise stored in the driveway or on the street. These must be stored in the garage.

c. If you have an inoperative vehicle:

- Make necessary mechanical repairs to the vehicle, so that it will be considered operable and
- Obtain a valid license plate and registration for the vehicle, or
- Move the vehicle into your garage (if still inoperative); inoperative vehicles cannot be stored / parked in the driveway or on the street.

SECTION 17. Satellite Dishes. The Association will be governed by applicable rules adopted by the Federal Communications Commission (FCC) and federal law relative to governmental and nongovernmental restrictions on viewers' ability to receive video programming signals. Certain television, satellite, or other antenna systems may be erected or installed on Living Units subject to compliance with the requirements set forth in this Section. Permitted antennas include (collectively hereinafter referred to as "antennas"):

- "Dish" antennas that are one meter (39.37") or less in diameter that are designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite
- Antennas that are one meter (39.37") or less in diameter or diagonal measurement and are designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite.
- Antennas that are designed to receive local television broadcast signals, which may be any reasonable size.

Antennas may only be mounted on the side or back of the Living Unit, as far to the rear of the Living Unit as possible, provided this placement will still permit reception of an acceptable quality signal. Antennas may be secured to a mast located no higher than twelve feet (12') above the roof line to receive or transmit an acceptable quality signal (e.g. to maintain line-of-sight contact with the transmitter or view the satellite). Any mast located higher than twelve feet above the roof line of the dwelling must be approved in writing by the Association.

SECTION 18. Solar Panels and other Solar Collectors. After appropriate written approvals have been received from the ARB and appropriate Orange County permits have been obtained, Solar Panels and other Solar Collectors or other energy devices based on renewable resources may be constructed on a Residential Lot. Pursuant to Section 163.04, Florida Statutes, as amended from time to time, the ARB may determine the specific location where solar panels and other solar collectors may be installed on the roof within an orientation to the south or within 45 degrees east or west of due south if such determination does not impair the effective operation of the solar collectors.

SECTION 19. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Said easements are reserved for the purpose described in and shown on the plat of Windward Estates, Plat Book 20, Pages 1 and 2, Public Records of Orange County, Florida, and (i) the right to use the easement area to erect, install, maintain and use electric, telephoned poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephoned equipment, gas, sewer, water, television, and/or other public conveniences or utilities; (ii) the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar acts reasonably necessary to provide economical and safe utility installation; (iii) the right to maintain reasonable standards of health, safety and appearance, including landscaping. The easement area of each Lot and all improvements in it, shall be maintained continuously by the Owner of the Lot, except for those improvements for which the Homeowners Association, a public authority or utility company is responsible.

SECTION 20. Parking. Windward Estates streets are narrow. There are many vehicles, children and pets in our neighborhood. Parking vehicles on the street detracts from the appearance of the neighborhood, poses traffic hazards, and is a potential obstacle to traffic and emergency vehicles. Please avoid parking in the street.

- a. Parking in the street should be considered as a last resort. All garage spaces and driveway spaces should be utilized first.
 - Each Windward Estates home is equipped with a 2-car garage and a driveway that will accommodate a minimum of 2 vehicles.
 - Vehicles owned, operated and/ or in the control of any owner, renter or resident should be parked in the garage space or driveway of that owner's residence.
- b. Street parking in several locations has become especially problematic and generates frequent complaints. If at all possible, please refrain from parking in the street especially in these areas:
 - Across from a neighbor's driveway.
 - Too close to mailboxes.
 - Too close to the entrance, i.e. the intersection of Landlubber Street and Wheelhouse Court or Yachtmans Court.
 - On the inside of curves / bends on both Yachtmans Court and Wheelhouse Court.
- c. Vehicles parked on both sides of the street impedes sight lines and makes movement of vehicles slow and difficult. This creates an unsafe environment for pedestrians and especially for children. It may also restrict traffic flow and inhibit the safe movement of emergency vehicles, U.S. Mail trucks, utility and delivery vehicles.
 - If a vehicle is parked on the street, another vehicle should not park on the other side of the street across from the first parked vehicle.
- d. Double parking (parking next to or alongside another vehicle already parked parallel to the curb) by any vehicle is not permitted at any time.
 - Orange County Sheriff's Department may ticket vehicles double parked.
- e. No vehicles are to be parked on any portion of the lawn or landscaping at any time, except boats and trailers may be parked in the back yard, behind a fence, as long as the boat or trailer is not visible from Wheelhouse Court or Yachtmans Court.
- f. Parking in street and in driveways must abide by all applicable laws and ordinances; be especially careful not to obstruct sidewalks.

- g. **Commercial Vehicles.** No commercial vehicles or any vehicles which are primarily used for commercial purposes, other than service vehicles temporarily present on business, may be parked on the Property (which includes the streets).
- “*Commercial Vehicles*” means all vehicles of every kind whatsoever (including regular passenger automobiles, vans, and pick-up trucks
 - that exceeds 10,000 pounds, or
 - consists of more than 6 wheels, or
 - exceeds 7 feet in height, or
 - which from viewing the exterior of the vehicle or any portion thereof, shows or tends to show, for the sole purpose of commercial use or charitable institution use (e.g. church or school), markings, signs, displays, tools, bins, equipment, racks (that permanently house, or stores equipment that is visible to the public), altered beds, ladders, or apparatus, or
 - otherwise indicates a vehicle with sole commercial purposes and not for personal use.
 - Any vehicle that contains exterior graphics (including those which are painted or wrapped in vinyl), or bear signage, logos, phone numbers, advertising, or Internet/website addresses shall be considered commercial vehicles, except that one (1) sign not to exceed 24” X 45” is permitted (which means that the sign is permitted only one side of the vehicle).
 - Vehicles not primarily designed for family transportation (including but not limited to limousines and hearses) shall be considered commercial vehicles whether or not actually so used for the purpose for which the vehicle was originally designed.
 - A law enforcement officer, as defined in Section 943.10(1), who is an owner, or who is a tenant, guest, or invitee of an owner, is permitted to park his or her assigned law enforcement vehicle in an area where the owner, or the tenant, guest, or invitee of the owner, otherwise has a right to park.

SECTION 21. Garage Door: Garage doors should be closed when the garage is not in use. We have had some theft as well as it being unsightly. Open garage doors invite crime.

SECTION 22. Renters. Renters, owners and other persons residing in Windward Estates must abide by all rules, restrictions and covenants. Owners shall be responsible for assuring that renters and other occupants are knowledgeable of and abide by restrictions and covenants.

SECTION 23. County Approvals. Many structural changes require county review and permits. It is the homeowner’s responsibility to obtain all county approvals and permits. Orange County authorities should be contacted prior to beginning any work in order to verify what procedures must be followed and obtain required permits. County approval does not preclude the need for ARB approval and vice versa.

SECTION 24. Miscellaneous. The property is located within Zone C of the Airport Noise Corridor for the Orlando International Airport, as per Ordinance #81-18, Chapter 37-36 of Orange County Planning and zoning Resolution, dated 1984.

ARTICLE VII: GENERAL PROVISIONS

SECTION 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and the property, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded six (6) months in advance of the effective date of such change, unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action.

SECTION 2. Notices. Any notices required to be sent to any member or Owner under the provisions of this Declaration, shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such meeting.

SECTION 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, or both, and against the land to enforce any lien created by these covenants; failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

- a. All owners and the owner's tenants, guests, occupants, and invitees, shall comply with all the provisions of the Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions, the By-Laws and all HOA Board Resolutions, Rules and Regulations, and Chapter 720, Florida Statutes, all as amended or renumbered from time to time (collectively the "documents"). Failure to comply with the aforementioned documents shall be grounds for an action to recover damages or for injunctive relief. In addition, the Association is authorized to impose fines not to exceed the maximum amount permissible by law. Further, the Association is authorized to suspend the voting rights of an owner for the nonpayment of any monetary obligation due to the Association that is delinquent in excess of ninety (90) days. In the event of suspension for nonpayment of monetary obligations, the suspension ends upon full payment of all obligations currently due or overdue to the Association. All fines and/or suspensions shall be in accordance with Section 720.305, Florida Statutes, as amended from time to time.
- b. In the event any document is violated, the owner shall be notified of the violation by first class mail. Notice shall be sent to the address shown on the books of the Association Treasurer.

- c. If the owner is a non-resident, a copy of the violation notice shall also be sent to the tenant, at the unit address, by first class mail.
- d. In any instance where the violation presents a health or safety hazard, the Board may take immediate action, at the owner's expense, to correct the violation. Notification to the owner of the action taken and the costs incurred will be made by certified mail, return receipt requested.
- e. In the event the owner does not bring the violation into compliance, the Association shall proceed with enforcement as provided in the pertinent section/ provision.
- f. Please note that failure of the HOA or ARB to enforce any provision, covenant, restriction, or rule and regulation shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4. Attorney's Fees. In the event any action shall be brought by the Association or any Owner for the purpose of enforcing the provisions contained in this Declaration, it is expressly understood and agreed that all costs, including reasonable attorney's fees, incurred by any moving party in such legal proceeding which result in the successful enforcement hereof, shall be borne in full by the defendant in such proceedings.

SECTION 5. Severability. Invalidation of any one of these covenants and restrictions by judgment or court order, shall in no wise affect any other provisions which shall remain in full force and effect.

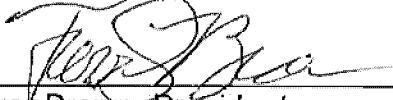
SECTION 6. Amendments. This Declaration of Covenants and Restrictions may be amended by two-thirds (2/3) vote of the Board of Directors of the Association or at any time by the then Owners of at least seventy-five percent (75%) of the Lots by executing a written instrument affecting said changes and recording said instrument upon the Public Records of Orange County, Florida. Amendments to the Covenants and Restrictions shall be consistent with Orange County's Ordinances and Development Regulations.

SECTION 7. Compliance with Fair Housing Laws. There shall be no limitation upon sale, lease, or occupancy of any Lot based upon race, creed, color, sex, religion, national origin, disability, or familial status. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions in this Declaration, when necessary to afford disabled individuals the opportunity to enjoy the Property, or to comply with other legal requirements.

IN WITNESS WHEREOF, the Board of Directors has caused these presents to be executed as of the date and year above mentioned.


Pursuant to Article VII, Section 6 of the Declaration of Covenants and Restrictions for Windward Estates, the Amended and Restated Declaration is approved by two-thirds (2/3) vote of the Board of Directors.

BOARD OF DIRECTORS OF WINDWARD ESTATES HOMEOWNERS ASSOCIATION, INC.



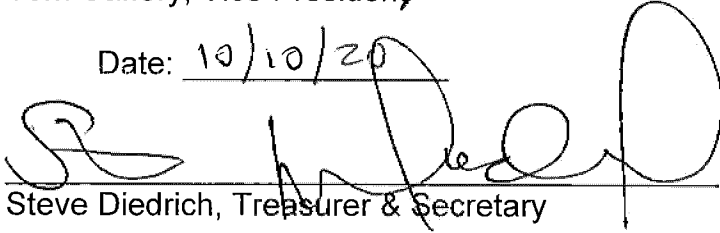
Trevor Brown, President

Date: 10/10/20



Tom Caffery, Vice President

Date: 10/10/20



Steve Diedrich, Treasurer & Secretary

Date: 10/10/20



Bebi Singh, Board Member

Date: 10-10-2020



Tim Douglass, Board Member

Date: 10/10/2020