

**AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS**

WINDWARD ESTATES

Note: Additions indicated by underlining. Deletions indicated by ~~strike-through~~.

Article VI of the Amended and Restated Declaration of Covenants and Restrictions is amended to read as follows:

**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 single-family 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. "Single family" means one (1) natural person, a group of two (2) or more natural persons who customarily reside together as a single housekeeping unit, each of whom is related to each of the others by blood, marriage (or domestic partnership) or adoption, or not more than two (2) persons not so related, who customarily reside together as a single housekeeping unit. "Domestic partnership" means two (2) adults who have chosen to share their lives in a committed relationship that includes a mutual and exclusive commitment to each other's wellbeing, wherein each partner shares the same permanent address, have no blood relationship that would preclude marriage in the State of Florida, are of the age of legal majority, are jointly responsible for each other's common welfare, share financial interdependence and mutual obligation akin to those of marriage. Domestic partners shall be considered married individuals for the purpose of the Governing Documents.

(No change to Sections 2-13)

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.~~ No Owner shall use his Parcel, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the Occupant of another Home, 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. The use of each Home shall be consistent with existing laws and the Governing Documents, and Occupants shall at all times conduct themselves in a peaceful and orderly manner. The Board of Directors determination as to

what constitutes a nuisance or annoyance shall be dispositive and shall control without regard to any legal definition of such terms.

- 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.windwardstates-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 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.

(No change to Sections 15-21)

SECTION 22. Lease or Rental of Lot or Living Unit. ~~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.

- a. The lease of a Lot or Dwelling Unit is defined as occupancy of the Lot and/or Dwelling Unit by any person other than the Owner where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value). All leases shall be for a minimum lease term of six (6) months. In no event may Lots or Dwelling Units be rented out as temporary, short-term or hotel-like lodging such as is offered through Airbnb, VRBO and similar companies, nor may any Lot or Dwelling Unit be listed

anywhere online or in print as being available for rent for less than six (6) months, or on a temporary, short-term or hotel-like lodging basis.

THE FOLLOWING PROVISION SHALL NOT APPLY TO OWNERS ON THE DATE THAT THIS AMENDMENT IS RECORDED IN THE PUBLIC RECORDS OF ORANGE, COUNTY, FLORIDA ("EFFECTIVE DATE"):

b. Only an entire Lot or Dwelling Unit may be leased. No individual rooms of a Dwelling Unit may be rented or leased. A change in ownership for purposes of this provision will not be considered to have occurred if the transfer is to the Owner's immediate family (defined for the purposes of this paragraph as a spouse, parents, or children) or to a trust or trustee where such transfers were undertaken for the purpose of estate planning.

Notwithstanding the foregoing, the requirement in Article VI, Section 1 regarding single-family use of the Lots and Article VI, Section 22.a. regarding the minimum lease term shall apply to all Owners regardless of the date of ownership.

(No change to Sections 23 and 24)

Prepared by and returned to:

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**CERTIFICATE OF AMENDMENT
AND
NOTICE OF PRESERVATION PURSUANT
TO SECTION 712.05(2)(b), FLORIDA STATUTES**

**AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS**

WINDWARD ESTATES

WINDWARD ESTATES HOMEOWNERS ASSOCIATION, INC.

I HEREBY CERTIFY that the attached Amendment to the Amended and Restated Declaration of Covenants and Restrictions ("Declaration") was duly adopted by the Board of Directors at a duly noticed meeting held on January 15, 2022. Said Amendment to the Declaration was approved by the proper percentage of the Board of Directors pursuant to Article VII, Section 6 of the Declaration.

The original Declaration of Covenants and Restrictions for Windward Estates is recorded at O.R. Book 3898 at Page 1218 *et seq.*, of the Public Records of Orange County, Florida. The Declaration of Covenants and Restrictions was amended at O.R. Book 10133, at Page 8867 *et seq.*, of the Public Records of Orange County, Florida. The Amended and Restated Declaration of Covenants and Restrictions is recorded at Document # 20200545717, and was amended at Document # 20210167572, both of the Public Records of Orange County, Florida.

The legal description of the Property is the Plat of Windward Estates as recorded in Plat Book 20, Pages 1-2 of the Public Records of Orange County, Florida.

This Certificate is indexed under the legal name of the Association executing this Certificate, references the recording information of the Declaration of Covenants and Restrictions, and is intended to preserve and protect the Declaration of Covenants and Restrictions from extinguishment by operation of Chapter 712, Florida Statutes, as amended from time to time.

WITNESSES:
(TWO)

WINDWARD ESTATES
HOMEOWNERS ASSOCIATION, INC.

Bebi Singh
Signature

BEBI SINGH
Printed Name

Nishai Singh
Signature

Nishai Singh
Printed Name

BY: Bebi Singh
Bebi Singh, President

Date: 2-6-2022

(CORPORATE SEAL)

STATE OF Florida
) SS:
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 6th day of February 2022, by Bebi Singh, as President of Windward Estates Homeowners Association, Inc., a Florida Corporation, on behalf of the corporation. She/He is ☒ personally known to me or ☐ has produced (type of identification) _____ as identification.

Rhonda G. Cunningham
Notary Public

Rhonda G. Cunningham
Printed Name

My commission expires: _____

