

Prepared by and return to:

Peg Porter

Windsor Estates Homeowners Association

P.O. Box 410263

Melbourne, FL 32941-0263

CFN 2018084498, OR BK 8140 PAGE 1747,
Recorded 04/17/2018 at 09:02 AM, Scott Ellis, Clerk of Courts,
Brevard County
Pgs:25

AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made as of the date of February 20, 2018 hereinafter set forth by WINDSOR ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit Corporation hereinafter referred to as the ASSOCIATION.

WITNESSETH

WHEREAS on February 22, 2002, the Developer transitioned its power as the controlling legal entity to the WINDSOR ESTATES HOMEOWNERS ASSOCIATION, INC., P.O. Box 410263, Melbourne, FL, 32941-0263.

WHEREAS, the ASSOCIATION is the owner of certain property in the County of Brevard, State of Florida, which is more particularly described in Exhibit A hereof and which is platted as

WINDSOR ESTATES PHASE ONE
A Private Subdivision Lying in
Section 24, Township 26 South, Range 36 East
Brevard County, Florida

according to the Plat thereof recorded in Plat Book 42 Page(s) 5. Public Records of Brevard County, Florida.

NOW, THEREFORE, the Association hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall accrue to the benefit of each owner thereof.

DEFINITIONS

"Association" and shall mean and refer to "WINDSOR ESTATES HOMEOWNERS ASSOCIATION, INC.", a not-for-profit corporation organized under the laws of the State of Florida, its successors and assigns, and the terms may be used interchangeably from time to time herein.

"Committee" shall mean the Architectural Review Committee.

"Common Area(s)" for the purposes of this Declaration shall mean those portions of the Subdivision named as Tracts A, B, C, D and E on the plat of Windsor Estates as recorded in the Public Records of Brevard County, Florida, which are intended for the common use and benefit of all Owners of the Association.

"Conservation Easement Area(s)" shall mean and refer to those Common Areas designated as conservation easements upon any recorded Subdivision Plat or Plats of the Subdivision.

"District" shall mean the St. John's River Water Management District.

"Landscape Buffer" shall mean all subdivision walls, fences, gates and vegetative buffers erected by the developer, his successor(s) in interest or the Association, (including the improvements thereto).

"Lot", whether or not capitalized, shall mean each lot platted as such in the Subdivision, the total number of which may increase if subsequent phases are platted and added to the Subdivision.

"Owner" shall mean each person or entity who owns record title to a Lot, excluding those having such title merely as security for performance of an obligation as described in Chapter 697, Florida Statutes.

"Subdivision" shall mean that property platted as Windsor Estates, the legal description of which is attached hereto as Exhibit "A", and such other property as may be brought within the jurisdiction of the Association and as may be submitted to this Declaration.

"Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

ARTICLE I MEMBERSHIP AND VOTING RIGHT IN THE ASSOCIATION

Section 1. General Purposes of Association.

The Association is organized for the purpose of providing common services to the Lot Owners; owning and maintaining landscaping, fencing and lighting on the Common Areas; owning and maintaining streets, curbs, sidewalks, entrance gates and access systems; maintaining the drainage easements, Conservation Easement Areas, Common Areas, surface water and/or stormwater management systems; providing enforcement of these covenants and restrictions; and engaging in activities for the mutual benefit of the Owners. In order to pay for these services, the Association will charge assessments against the Lots and their Owners. A Lot may be subject to lien for any unpaid assessments, but additionally each Owner is personally obligated for assessments coming due during the time such Owner owns the Lot. The functions of the Association shall be performed by a Board of Directors. Provisions relating to the Association and the Board of Directors are also contained in the Articles of Incorporation and By-Laws of the Association.

Section 2. Lot Owner Membership.

Every Owner of a platted Lot shall be a Member of the Association upon acquiring title to the Lot and Membership shall be appurtenant to and may not be separated from ownership of any Lot. Annual assessments may be increased pursuant to Article V, Section 5.

Section 3. Membership Vote.

Voting will be allowed by certified written mailed-in ballot, in person, or hand delivered on all issues that require a vote by the full Association. The minimum number of votes that may be cast is the sum of all votes held by Association members. The number of votes needed for a quorum on any vote of the Association shall be a minimum of 10% of the Members. All matters to be voted on by the Association shall require a quorum and shall be decided by a majority of those votes cast by owners represented by the quorum. Voting shall also be permitted by general or limited proxy at any meeting of the Association.

Section 4. Voting Qualifications.

To be qualified to vote, a Member must be current in payment of all assessments and any liens which have been levied against that Member as of the date of the vote.

ARTICLE II ARCHITECTURAL AND AESTHETIC REQUIREMENTS

Section 1. Architectural Control Review Committee.

(a) There shall exist an Architectural Control Committee (hereinafter referred to as "Committee") which shall consist of at least three (3) and no more than seven (7) members. Committee members shall be elected by a majority vote of the Board of Directors of the Association at its annual meeting. Members may include members of the Board of Directors and/or Association Managers. Committee members must be owners or Association Managers and shall serve until their successors are appointed at the next annual meeting. Committee members may be re-appointed.

(b) A quorum of the Committee shall consist of a majority of its members; it shall take the affirmative vote of a majority of the members at the meeting at which a quorum is present to approve or perform any action. The Committee shall keep written records of its actions. The Committee will meet on the same day, but prior to the regularly scheduled Board of Directors meeting.

Section 2. Construction Plan Review.

(a) No dwelling, building or structure of any kind shall be constructed, erected, or altered on any Lot or in any part of the Subdivision, nor shall any exterior additions, changes or alterations therein be made until the plans and specifications showing the nature, kind, color, shape, height, materials, and location thereof shall have been first submitted to and approved by the Committee.

(b) Two sets of construction plans and specifications shall be submitted to the Committee showing all intended construction and alterations on the subject Lot, including but not limited to site plan, tree survey, landscape plan, sidewalk construction, exterior elevations, paint colors, shingle samples, exterior materials samples, and other descriptions necessary to describe project. An administrative fee of an amount not to exceed 10% of the Annual Association Dues in force at the time of the inspection may be charged by the Association for processing the plans, payable at the time of submission. Plans and specifications in regards to topography and finished grade elevation must also be submitted for approval by the Committee prior to the commencement of any excavation work or activity which will alter the existing topography of the Lot. The Committee shall notify the Lot Owner, in writing, within thirty (30) days of receipt of all required evidence, of the Committee's approval or disapproval of any project. Said written notice may be signed by any one member of the Committee.

(c) The plans, specifications, and location of all contemplated construction shall be in accordance with the terms hereof and with all applicable codes and ordinances of the local governing agency issuing permits for construction or land alteration in effect at the time of such proposed construction or alteration. The Committee shall have the right, in its sole discretion based upon these Covenants and Restrictions, to approve or disapprove any Lot improvement, including but not limited to building, fence, wall, screened enclosure, grading, floor elevation, drainage plan, mailbox, solar energy device, posts, antennas, fountains, decorative building features, landscaping plan, landscape device or object, yard decorations, or other improvement, whether as new construction or additions, modifications or alterations to Lots.

(d) In the event any required approvals are not obtained prior to commencement of improvements, or in the event improvements are made which vary from those approved, it shall be deemed that no approvals were given and that a violation and/or breach of this Declaration has occurred. A fine in the amount of at least 10% of the Annual Association Dues and not to exceed the amount set by Florida Statute, in force at the time of the violation, per occurrence shall be assessed against the Lot and shall accrue with interest as provided in Article VI until the fine is paid and approval is obtained or improvements corrected to comply with an approval given. If after 120 days from the date the first fine is assessed and the non-compliance has not been corrected, the Committee may re-assess the fine in the amount of at least 10% of the Annual Association Dues and not to exceed the amount set by Florida Statute, in force at the time of the repeat violation, as a second occurrence of the same violation and may continue to do so every 120 days until the violation has been corrected. In any action required to enforce architectural review standards, the Association, when the prevailing party, shall be entitled to recover reasonable attorney's fees and costs incurred prior to and as part of the action and attorneys fees and costs on appeal.

Section 3. Grading, Drainage and Floor Elevations.

(a) Each Lot shall be filled and graded to elevations as defined in this document, as designed by Bussen-Mayer Engineering Group, and as approved by Brevard County Engineering Department. Drainage of each Lot shall be accomplished by grading Lots so runoff from one Lot does not drain onto another Lot.

(b) Finished floor elevations shall be a minimum of 22 inches above the centerline of the road measured from the center of the lot or as approved by Brevard County Engineering Department. A finished floor variance of not greater than two inches plus or minus of the adjacent lots established finished floor should be maintained to create a uniform drainage standard. This requirement does not restrict a builder from constructing a finished floor at an elevation greater than 22" should it be deemed necessary to comply with County, State or Federal requirements.

Section 4. Landscaping.

(a) A minimum of four (4) trees are required to be planted in the front and side yard of each residence: any of the following trees in not less than 15 gallon containers or equivalent, not less than 7' to 9' feet in height with 3' to 4' of spread and 1" in caliper at breast height: live oak, laurel oak, magnolia, or east palatka holly or palm. The trees shall remain perpetually on each lot. Notwithstanding the foregoing, trees must conform to any stricter standards required by any applicable governmental entity. In the event any of the trees die either by disease or neglect, they shall be replanted with the same or other approved

type of tree to comply with these minimum requirements. Upon notification by the Association and/or the local governing agency, each homeowner shall have thirty (30) days to replant/replace said trees required under these restrictions.

(b) Each Lot shall be entirely sodded including all easements and rights-of-way directly in the front and rear of all Lots with floritam sod. All Lots that have lot frontage on a lake must sod and irrigate down to the existing waterline. Each residence shall have an automatic sprinkler irrigation system with automatic timers for the proper maintenance and watering of all shrubs and landscaping including areas in rights-of-way and easement areas adjacent to each lot.

(c) A typical planting plan for the purpose of a uniform streetscape shall be followed as part of any landscape plan. This streetscape shall require the planting of trees on the front of the lot to be on 30' centers a minimum of ten (10) feet from the back of the sidewalk.

(d) Front planting beds shall consist of shrubs and ground covers. Minimum coverage shall consist of a 5' wide planting bed times the length of the house which will equal the minimum square footage of the front yard planting beds. Example: Front dimension of the house: 60' x 5' = 300 sq. ft. of planting bed area in the front set back area.

(e) Side planting beds shall consist of shrubs and ground covers. Minimum coverage shall consist of a 3' wide bed starting at the front setback running 50% of the length of each side of the house.

Section 5. Roofs, Shingle Material and Exterior Elevations.

(a) No primary portion of a straight gable or hip roofs may be built with a pitch lower than 5/12. All roofs shall be pitched except for those areas over porches and patios.

(b) Flat roofs must be constructed of approved framing, decking, tar paper and gravel, non-porous membrane or similar material.

(c) The Committee must approve the type, color, and style of all shingle and roof covering materials. The approved roofing materials are: slate, tile, cedar, minimum guaranteed 25 year fungus resistant architectural dimensional fiberglass shingles or equivalent and metal backed panels manufactured to look like asphalt shingles, with a guarantee of at least Twenty-Five (25) Years. The Association Board of Directors may reject any exterior elevation based on the roof line, shingle type or exterior elevation appearance that in its judgment is not within character in keeping up with the standards of the subdivision.

Section 6. Exterior Covering, Siding and Paint.

(a) There shall be no artificial brick, stone, stucco, aluminum, vinyl, T-11 or other siding materials used on the exterior of the buildings or other structures without first receiving written approval of the Committee as to type, color, and texture of the material. Painting of driveways is prohibited. Staining of the driveways is permitted. The stain and color allowed will be decided by the Committee.

(b) All paint used on the exterior body of any residence shall be subdued in its tone. Colors should be selected to harmonize with the natural environment of the subdivision and should be soft and unobtrusive. They should not be loud or bright. No more than one paint color (may be used) for the body

of each residence and no more than two accent trim colors, a fourth color shall be allowed on exterior doors. A book of pre-approved paint colors and schemes will be available from the Committee. Paint colors must be submitted for approval prior to being applied on any residence. A written approval listing the manufacturer and paint sample number of all paint colors including body and trim paint must be obtained for each residence from the Committee.

Section 7. Overhead Garage Doors and Garage Door Openers.

All overhead garage doors shall be decorative in design and should complement the exterior of each individual residence. All overhead garage doors must be installed and maintained with an operational garage door opener. Garage doors should remain closed when not in use.

Section 8. Dwelling Size.

The ground floor of the main structure exclusive of any open porches, patios (enclosed or otherwise), breeze-ways and garages, shall not be less than 1800 square feet for a one-story dwelling and not less than 1200 square feet for the ground floor of a dwelling of one and one-half or two stories. Each residence shall have an enclosed garage for a minimum of two cars. No carports shall be permitted. No lot improvement shall exceed 2 stories or 30' in height, whichever is greater.

Section 9. Building Reconstruction.

(a) Buildings shall be set back not less than 25 feet from the front lot line, not less than 7-1/2 feet from each side lot line, and not less than 20 feet from the rear lot line. On a corner lot, the side street setback shall be not less than 15 feet. If a corner lot is contiguous to a key lot, then the side street setback shall be not less than 25 feet. For the purpose of this covenant, eaves, concrete slabs, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot or easement. If there is any conflict between this covenant and zoning regulations of the proper governing authority said zoning regulations shall apply.

(b) In the event of a building/residence being damaged to such an extent that reconstruction is necessary, the reconstructed building must occupy the same footprint as the original building and must conform to building codes applicable at the time of rebuilding. The landscaping on the lot will be reinstated to be the same as before damage to the building occurred. Any changes to the landscaping must be approved by the Committee prior to such changes taking place.

Section 10. Post Lights.

Each residence constructed shall be required to install and maintain an exterior post light in the front set back area. Said post lights shall be black in color and uniform in design and in a standard location on each lot. The exact type, and location of the post light shall be determined by the Committee.

Section 11. Street Address Numbers and Mail Boxes.

All street address numbers are to be installed prior to the completion of each residence. The location of street address numbers shall be as uniform as possible on each residence. All mail boxes shall

be uniform as to type, color and design. The location, color, size and type of mail boxes and street address numbers shall be determined by the Committee.

ARTICLE III GENERAL RESTRICTIONS - USE AND OCCUPANCY

Section 1. General Prohibition.

No residential dwelling, garage, outbuilding, structure or appurtenance of any kind, including additions or substantial alterations thereto, shall be erected, placed or maintained on the Properties or any portion thereof that does not conform to the standards, requirements, prohibitions and provisions of this Declaration or applicable governmental regulations, as same may exist or be changed from time to time. All such construction shall be performed, completed, erected, placed and maintained only in accordance with the plans and specifications required herein as approved by the Committee and governmental building code requirements.

Section 2. Only Residential Purposes.

No Lot shall be used in whole or in part for anything other than residential purposes. Other than conducting the sale of residential dwellings, no trade, traffic or business of any kind, whether professional, commercial, industrial, manufacturing or other non-residential use shall be engaged in or carried on within the subdivision or any part thereof; nor any other activities which may be or which may become an annoyance or a nuisance to any Lot, Owner or property adjacent to the subdivision.

Section 3. Single-Family Residential Use.

No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family residential dwelling, nor may any dwelling be occupied by more than one family.

Section 4. Subdivision.

No Lot shall be subdivided or split by any means what so ever into any greater number of residential lots nor into any residential plat or plats of smaller size.

Section 5. Occupancy Before Completion.

No building or structure upon the Properties shall be occupied until the same is approved for by such governmental agency which is responsible for regulation of building construction and until it complies with the terms and provisions of these covenants and restrictions. The certificate of compliance shall be delivered to the Owner upon the transfer of title or prior to occupancy by the appropriate government agency.

Section 6. Maintenance and Repair.

All improvements placed or maintained on a Lot shall at all times be maintained in good condition and repair.

Section 7. Completion of Construction.

All construction and landscaping approved by the Committee shall be completed within six (6) months from the date of written approval. The Committee may grant a greater period of time to complete said construction or may grant an extension of said six-month period.

Section 8. No Temporary Buildings.

No tent, shack, trailer, house trailer, garage, or other space shall at any time be used on any Lot as a residence temporarily or permanently. No building or dwelling of a temporary character shall be permitted, except for: buildings necessary for construction taking place in the Subdivision and not intended to be used for living accommodations may be erected and maintained only during the course of construction.

Section 9. Ground Maintenance.

(a) Grass, hedges, shrubs, vines, trees, and mass plantings of any type on each Lot shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed and replaced.

(b) No weeds, vegetation, rubbish, debris, garbage, objects, waste, or materials of any kind what so ever shall be placed or permitted to accumulate upon any portion of a Lot which would render it unsanitary, unsightly, offensive, or detrimental to the Subdivision or to the occupants of any property in the vicinity.

(c) No building material of any kind or character shall be placed or stored upon any Lot so as to be open to view by the public or neighbors, unless such material will be used and is used for the construction of buildings or structures upon the Lot on which the material is stored.

(d) All Lot Owners owning Lots adjoining Common Areas shall be required to install grass or to landscape to the edge of the water or vegetation located in that Common Area, and to maintain such grass or landscaping, regardless of where the exact boundary line lies between the Lot and the Common Area.

(e) All sprinkler and irrigation systems are to be maintained in good working order at all times and provide regular weekly irrigation to maintain grass, hedges, shrubs, trees, vines and mass plantings on each Lot.

Section 10. Fences, Walls, Hedges, Mass Planting of Any Type.

(a) Fences, walls, hedges or mass planting of any type shall not exceed a height of six (6) feet above the finished graded surface of the grounds upon which it is located and shall not be constructed, planted, placed or maintained upon any Lot without the written consent and approval of the Homeowners Association's Board of Directors.

(b) No hedge or mass planting of any type exceeding three (3) feet above the finished graded surface of the ground upon which it is located shall be constructed, planted, placed or maintained between the street and the front setback line of any Lot without the written consent and approval of the

Homeowners Association's Board of Directors.

(c) No Fences, walls, hedges or mass planting of any type shall be built further forward on a Lot than ten (10) feet behind the front building line of any residence, and shall not exceed six (6) feet in height, except as otherwise provided herein. All fences built on the street side of any corner Lot shall have a minimum setback requirement equal to the side setback requirements as provided in Article II, Section 10. No fence shall be constructed without the written approval and consent of the Committee. The finished side of all fences shall face the exterior of the Lot.

(d) With respect to any lot adjoining a lake or retention area, no fence or wall, shall be constructed behind the rear building setback line (the rear fence line) of the residences on any such Lot except upon the granting of a variance by the Committee in accordance with the following guidelines and procedures:

i. An application, including plans and specifications, for the fence must be submitted to the Committee and processed as set forth in Article II and this section.

ii. The Committee shall have the right, in its sole discretion, based upon these Covenants and Restrictions, to approve or disapprove the variance.

iii. The Lot Owner must demonstrate to the Committee a special safety need for the fence based upon the physical, mental or medical condition of a full-time occupant of the Lot. Such condition must be substantially similar to one of the following conditions:

a. An occupant who is under the age of ten (10);

b. An occupant, regardless of age, who is functioning at a mental level below that of age ten (10), based upon the determination made by an appropriate doctor in writing.

c. An occupant who is unable to swim as a result of a physical and/or mental disability as confirmed in writing by an appropriate doctor.

iv. The variance shall not be permanent in nature and shall expire upon the termination/elimination of the physical, mental or medical condition forming the basis of the original variance granted, whether by a child reaching the age of ten (10), the sale of the residence to new owners with no special conditions or otherwise. The fence shall be removed within thirty (30) days of variance expiration.

v. No variances will be granted on the need to fence or protect pets, nor will a variance be granted solely because an occupant has not learned to swim.

vi. No variance permitting a solid wall will be granted.

vii. No variance permitting a fence exceeding four (4) feet in height will be granted.

(e) All fences must be in conformance with all governmental regulatory codes and setback requirements. No fence shall be constructed without the written approval and consent of the Committee and no fence may be constructed of wire, chain link or cyclone style of fencing on any Lot.

(f) All fences to be constructed in the Subdivision shall be constructed of the board-on-board or shadowbox type, and shall be of uniform design and finish. The type and style shall be decided by the Committee. Prior to construction of a fence or wall on any Lot, the Owner must submit a detailed sketch showing the and location, and confirming the use of the pre-approved style and color of the proposed fence or wall to the Committee for approval.

Section 11. Animals, Birds and Fowl.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. No kennel or other commercial animal operation shall be maintained on any Lot. No pet shall be allowed to run loose and uncontrolled within the Subdivision. All pets shall be maintained in a quiet and orderly fashion so as not to disturb other Lot Owners. Pet Owners shall comply with all governmental regulations concerning the proper care, maintenance, licensing, and control of their individual pets.

Section 12. Laundry/Renewable Energy Sources.

- (a) No clothes, sheets, blankets or other articles shall be hung out to dry in the side or front yards of any Lot except in a service yard or yard enclosed by a lattice, fence, wall or other screening device.
- (b) Nothing contained in these deed restrictions shall be in conflict with Florida Statutes 163.04 Renewable Energy Sources.

Section 13. Exterior Light Fixtures.

No exterior lighting fixtures shall be installed on any Lot or residential dwelling without adequate and proper shielding of the fixture. No lighting fixture shall be installed that is an annoyance or a nuisance to the residents of adjacent Lot or Lots.

Section 14. Parking.

The parking of commercial vehicles, which description, for the purposes of this Declaration, shall include trucks (larger than a pick-up truck), tractor-trailers, semi-trailers, and commercial trailers, at any time on driveways, otherwise on said premises, on common areas, or on the public streets of said subdivision, is prohibited except for loading and unloading purposes or when parked entirely within a closed garage permitted to be built under the provisions of these restrictions. Boats, watercraft, campers, travel trailers and similar recreational vehicles may only be placed and kept or stored upon a Lot containing a residence, placed no further forward than 10' behind the front building line of the residence, with landscape or with six (6') foot fence screening so as to make same not visible from the street (including side street in the case of a corner Lot or adjoining Lot), or in a closed garage. Inoperable vehicles or vehicles under repair may only be placed and kept on a Lot in a closed garage.

Section 15. Drainage Easements, Easements and Common Areas.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the plat, or are of record, and the same are reserved for such use. Within these easements, or on any Lot, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which may otherwise disturb the surface water or stormwater system. It is important that the banks, swales and drainage areas located within the Subdivision remain undisturbed and properly maintained in order to perform their function. Where any portion of such berms, swales, banks lie within a

Lot, the Owner of that Lot shall maintain the same continuously and shall not disturb, damage or otherwise interfere with the berm, swale, drainage canal or other portion of said lake, drainage canal or system which is located on or adjoins said Owner's Lot. Lot swales/berms which are required to be located on certain Lots in the Subdivision, pursuant to the Subdivision construction plans and the St. John's River Water Management District permit, shall be constructed, maintained and repaired by the respective Lot Owners in accordance with said plans and permit.

(b) All Lot Owners who adjoin a Common Area shall assist the Association in maintaining that Common Area. No Lot Owner shall disturb or damage any wetland plantings or Common Areas. In the event an Owner does damage wetland plants or Common Areas, the Owner shall be responsible for the replacement and replanting of all damaged or destroyed plants and restoration of disturbed areas within thirty (30) days of written notification by the Association.

(c) Easements for ingress, egress and access are hereby reserved in favor of the Association over and across the platted utility and drainage easements encumbering all Lots adjacent to Common Areas for the purpose of access to said Common Areas for repair and maintenance. The Association may, without incurring any liability to the Lot Owner for trespass or damages, remove any impediments to these access rights, and may levy a special assessment as provided in Article V for the cost of such removal.

Section 16. Excavations.

No excavations for stone, gravel, dirt or earth shall be made on any portion of the Properties; except for the construction of dwellings, walls, foundations, swimming pools, structures and other appurtenances. The plans and specifications for such excavations must be approved by the Committee in writing prior to construction.

Section 17. Signs.

Except for signs permitted by the Association, no sign of any character shall be displayed or placed upon any Lot or living unit except "for rent" or "for sale" signs, which signs may refer only to the particular premises on which displayed. Said signs shall not exceed the normal and customary standard size for the local Real Estate Industry, shall not extend more than four (4) feet above the ground, and shall be limited to one (1) sign per Lot or living unit, and displayed only upon the Lot sought to be rented or sold. No signs may be attached in any manner to a tree.

Section 18. Refuse.

No trash, garbage, rubbish, debris, waste or materials or other refuse shall be deposited or allowed to accumulate or remain on any Lot, unless otherwise approved by the Committee.

Section 19. Nuisances.

No noxious or offensive trade or activity shall be permitted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 20. Preservation of Common Areas.

No person shall reconstruct, damage or destroy, clear, open, reduce, remove, alter, modify or install anything or improvement within, over or upon any common area, easement or preservation area without first obtaining written approval from the Committee. No construction or excavation in the proximity of any preservation area, canal, bank slope or swale, shall be permitted which may substantially impair the stability of the character or drainage in said area.

Section 21. Wells.

No water wells shall be dug on any Lot or on the properties except for purposes of irrigation of landscaping.

Section 22. Open Burning.

Open burning to reduce solid waste on any Lot is not permitted.

Section 23. Swimming Pools.

A Swimming pool may be constructed on a Lot within the appropriate setbacks and with the approval of the location and material by the Committee. Access to a pool from the boundaries of the Lot must be controlled from all directions by fencing and the residential structure. If pools are protected by screens, such screens and their structures shall be approved by the Committee. Swimming pools shall be only inground type and shall be constructed of fiberglass, concrete, or concrete materials. The pool deck shall be no higher than two (2") inches below the grade level of the first-floor house pad.

Section 24. Right to Inspect.

The Association may at any reasonable time or times during periods of construction or alteration and within thirty (30) days thereafter enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof; and neither said Association nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 25. Antennae, Aerials and Satellite Dishes.

All exterior antennas, aerials and satellite dishes shall be placed as unobtrusively as possible on the lot, and screened from view by existing landscaping. Prior architectural review approval is required for any antenna that is twelve feet (12) or more above the roof line, or is higher than the distance between the antenna installation and the lot line.

Section 26. Games and Play Apparatus.

All games and play apparatus remaining outdoors for more than three days shall be located at the rear or side of the dwelling, so as not to be visible from any street. The Committee may make exceptions and permit basketball backboards or similar play apparatus that is visible from the street. Any permitted basketball standards must be in writing by the Committee and shall be constructed of uniform black enamel pole and standard backboard and shall be a minimum of 25' from any street.

Section 27. Oil and Mining Operations.

No oil or gas drilling, oil or gas development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 28. Water Supply.

No individual water supply systems for drinking purposes or household use shall be permitted on any Lot unless approved by the Committee. This provision, however, shall not preclude the installation of any individual water systems for irrigation purposes, provided that such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the applicable governmental agencies.

Section 29. Sewage Disposal.

No individual sewage disposal systems shall be permitted on any Lot.

Section 30. Air Conditioning.

No window or wall air conditioning units shall be permitted in any improvements located within the Subdivision. All air conditioning units shall be placed no further forward than 10 feet behind the front building line of the residence with landscape or fence screening so as to make same not visible from the street (including side street in the case of a corner lot).

Section 31. Tanks.

No permanent above ground oil tanks or bottled gas tanks may be placed on Lots containing residences.

ARTICLE IV PROPERTY RIGHTS AND REQUIREMENTS

Section 1. Owner's Easements of Enjoyment.

Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) The right of the Association to dedicate or transfer all or any parts of the Common Area, except Parcel "E", to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association by a vote of 50% of the Members.

(b) That the Conservation Easement Areas be left in their natural condition as set forth in Section 6 herein below.

Section 2. Owner's Use of Lot.

(a) An Owner's use of his or her Lot shall be limited to residential purposes, but nothing herein shall be deemed to prevent an Owner from leasing his or her residence to a single family for the purpose of a residence, subject to these covenants and restrictions. All Owners leasing or renting their Lots or homes shall be required to incorporate the following provision in their lease or rental agreements, substantially in the following form:

The Lease Premises are a part of a Subdivision. All persons occupying property in Windsor Estates are required to observe the Covenants and Restrictions of the Windsor Estates Homeowners Association. Copies of all Covenants and Restrictions are to be obtained from the Landlord.

(b) In addition, all Owners leasing their Lots or homes are required to provide the Association with a copy of the lease or the names and addresses of the Landlord and the Tenant that are contained in the lease or rental agreement.

Section 3. Notice of Conveyance.

At any time an Owner conveys his Lot, he and the transferee shall be jointly obligated to notify the Association of the transferee's name, mailing address and date of transfer. A notice will be provided by the Association upon the transfer of any Lot providing the current written status of the Association dues.

Section 4. Others' Use.

Any Owner may share his right or enjoyment to the Common Area and facilities with the members of his family, his tenants, or visiting guests so long as same observe and abide by these covenants and restrictions.

Section 5. Damage by Lot Owners including Builders.

The Owner of a Lot shall be responsible for any expense incurred by the Association to repair or replace Common Area vegetation and topography, rights-of-way, swales, drainage facilities and utility lines when such repair or replacement is necessary as a result of the negligent or intentional errors or omissions of the Owner, his family, tenants, guests, agents or invitees. This shall specifically include repairs or replacements resulting from the actions of the Owner's contractor in constructing any improvements on the Owner's Lot. Any such expense if not paid upon demand shall be added to the Assessment to which the Owner's Lot is subject and shall be due and payable in the same manner as the Assessments provided in these covenants.

Section 6. Motor Boat Use Restriction.

Only man-powered, wind propelled or electric operated boats may be used on any lakes or retention areas situated in the Subdivision. No such vessels nor any other vessels may be used in wetland areas within the Conservations Easement Areas.

Section 7. Conservation Easement Areas.

(a) The Conservation Easement Areas shall and are hereby declared to be subject to a Conservation Deed Restriction pursuant to Section 704.06, Florida Statutes, in favor of the St. Johns River Water Management District ("District") for the purpose of retaining and maintaining the Conservation Easement Areas in their predominantly natural condition as a wooded water recharge, detention and percolation and environmental conservation area. In furtherance of this Conservation Deed Restriction, all of the following uses of the Conservation Easement Areas are hereby prohibited and restricted without the prior written consent of the St. Johns River Water Management District, to wit:

- i. The construction, installation, or placement of signs, buildings, fences, walls, roads, or any other structures and improvements on or above the ground of the Conservation Easement Areas; and
- ii. The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste, or unsightly or offensive materials; and
- iii. The removal or destruction of trees, shrubs, or other vegetation from the Conservation Easement Areas; and
- iv. The excavation, dredging, or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Easement Areas; and
- v. Surface use, except for purposes that permit the land or water area to remain in predominantly natural condition; and
- vi. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, and
- vii. Acts or uses detrimental to such retention of land or water areas.
- viii. The Conservation Easement Areas hereby created and declared shall be perpetual.

(b) The Association, the District, and their successors and assigns, shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

(c) The Association, and all subsequent owners of the Conservation Easement Areas shall be responsible for the periodic removal of trash and other debris which may accumulate on such Conservation Easement Areas.

(d) The prohibitions and restrictions upon the Conservation Easement Areas as set forth in this Section may be enforced by the St. Johns River Water Management District or its successor agency by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions of this Conservation Easement Area restriction may not be amended without prior approval from the St. Johns River Water Management District.

(e) All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Easement Areas, and shall be binding upon, and shall inure to the benefit of the Association, the District, and to their successors and assigns.

Section 8. Maintenance of Roads and Streets.

The roads and streets within the boundaries of the subdivision and designated as Tract "D", are private in nature and not dedicated to the public. The access to these roads and streets may be restricted from access to the general public at the general point of access located in Tract "B" along Windsor Estates Drive. The Windsor Estates Homeowners Association, Inc. is responsible for maintaining and insuring all roads, streets, curbs, sidewalks, and drainage in Tracts "B", "C", "D" and "E".

Section 9. Maintenance of Operation of Surface Water or Stormwater Management System.

(a) The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

(b) The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 10. Maintenance of Drainage Easements.

It shall be the duty of the Association to maintain the drainage easements if said duty is not assumed by any governmental agency pursuant to any dedication agreement. Said duty shall include the obligation to cut grass, cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar actions reasonably necessary to maintain reasonable standards of health, safety and appearance. Drainage flow shall not be obstructed or diverted from drainage easements. The Association may but shall not be required to add drainage for surface water wherever and whenever necessary to maintain reasonable standards of health, safety and appearance and may charge the association for these costs; provided, however, any maintenance, clearing, grading or cutting of drainways must be as permitted, or as approved by St. Johns River Water Management District and Brevard County pursuant to a permit modification.

Section 11. Maintenance and Operation of Recreational Facilities Located On Tract "C".

The Association shall be responsible for the maintenance, operation and repair of the recreational facilities located on Tract "C". The Association shall maintain the recreation area to a reasonable standard for the health, safety and attractive appearance for the residents. The Association may repair, reconstruct or modify the recreational facilities to meet the needs and expectations of the Members of the Association. Access to and use of this recreational tract may be restricted to the general public and is intended for the private use of the Members of the Association and their invited guests. The Association may establish rules of operation governing the use of this facility. These rules shall be posted at the

recreational facility and shall be given to each resident including any modifications or amendments thereof. Each Member of the Association agrees to abide by the rules of operation governing the recreational facilities and may be restricted from the use of these facilities for violations thereof. The Association shall be responsible for carrying general liability insurance covering the Members of the Association for the use of the recreational facility and other common areas within the subdivision.

Section 12. Maintenance of a General Liability Insurance Policy.

The Association shall be responsible for the issuance and maintenance of a general liability insurance policy covering all of the subdivision improvements located in Tracts A, B, C, and E. This liability policy will cover all of the improvements that are the property of the Association and general liability regarding their use. In addition, the Association shall maintain an Officers and Directors policy for those Members of the Association who are members of the Board of Directors. Such policy shall be reviewed on an annual basis to assure that they meet current governmental rules and standards, and generally acceptable insurance practices. At no time shall coverage be less than a one million dollar general liability policy. The insurance must be purchased from an insurance company that is certified to do business in the State of Florida and is in good standing with the Department of Insurance.

ARTICLE V COVENANT FOR ASSESSMENTS

Section 1. Assessments.

a) All Lots shall be subject to annual and special assessments as herein provided in order to fund the costs of fulfilling the purposes of the Association. In the event of a conveyance, the grantee is jointly and severally liable with the grantor for all assessments outstanding against the grantor and subject Lot, without prejudice to any right the grantee may have to recover from the grantor any amounts paid by the grantee. Each Lot Owner is deemed to covenant and agree by acceptance of a deed to a Lot to pay all assessments and no Lot Owner may waive or avoid responsibility for payment of any assessment by not using his Lot or the Common Areas or by disputing the purpose of the assessment or for any other reason.

b) Both annual and special assessments must be fixed at a uniform rate per Lot subject to any assessments and may be collected monthly, quarterly or annually as determined by the Board of Directors. As to any individual Lot or Lot Owner who has not paid an assessment when due or is in violation of these Covenants and Restrictions, however, the amount of the assessment outstanding shall be increased by interest, late charges, costs, fines, damages and attorney's fees, as referenced throughout this Declaration.

Section 2. Annual Assessments.

The Association shall fix the amount and the due date of the annual assessment. Initially, annual assessments shall be payable in one annual installment, payable when the Owner takes title and prorated from that date to the end of the fiscal year. The title company shall forward the proceeds of the prorated annual assessment to the Homeowners Association. The Association shall notify the Owners of each Lot of the amount, the date on which the assessments are payable, and the place of payment.

Section 3. Date of Annual Assessments.

The annual assessments for each Lot shall be payable at the beginning of each fiscal year of the Association.

Section 4. Special Assessments.

The Association may levy a special assessment to pay in whole or in part for the cost of any shortfall in the annual budgeted operating revenues, or for any repair or replacement of an existing capital improvement, or for the construction/acquisition of a new capital improvement, without concurrence of the Owners unless the cost of such repair/replacement/acquisition/construction is major. "Major" as referenced herein shall be defined to mean that the amount of the proposed special assessment per Owner, plus any other special assessments levied during that same fiscal year, exceeds 50% of the then current year's annual assessment. Major capital improvements shall require the special assessment to be approved by a majority of the votes needed for a quorum of the total Membership vote. The Association may also levy special assessments without limitation or the concurrence of any Owner to pay for the cost of maintenance or enforcement of these covenants and restrictions with regards to specific lots; any such assessment shall be levied against the Owner of such lot. Special assessments shall be payable at such time and place determined by the Association and stated in the assessment notice.

Section 5. Maximum Annual Assessment.

(a) The annual assessment for fiscal year 2017 was \$550.00 per lot.

(b) For fiscal year 2018, the annual assessment shall be set by the Association and may be increased each year by up to ten (10%) percent above the maximum allowable assessment for the previous year without a vote of Membership.

(c) From and after fiscal year 2018, the maximum annual assessment may be increased by more than said ten (10%) percent only by a majority vote of those needed for a quorum of 10% of Members who are voting. The vote should be by certified written ballot mailed to each owner 30 days after their receipt of written notification that a vote will be taken on the proposed increase in assessment.

ARTICLE VI ENFORCEMENT PROVISIONS

Section 1. Creation of Lien for Assessments.

(a) Assessments, including any increases in same due to interest, late charges, costs, fines, damages and attorney fees, shall be a charge upon each Lot and a continuing lien thereon until paid. The lien will become effective from and after recording a Claim of Lien in the Public Records of Brevard County, Florida, stating the Lot description, the name of the record Owner, the amount due, and the due date. The lien will remain in effect until all sums due to the Association have been fully paid and the Association is hereby authorized to take any and all actions provided in law or equity to collect such sums. Any payment received by the Association from that payor shall first be applied to any interest accrued, any outstanding penalties and costs, reasonable attorney's fees incurred in collection, and then to the outstanding assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

(b) All Lots shall be sold subject to the terms and provisions of the continuing lien described in this paragraph. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed Certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 2. Effect of Non-Payment of Assessment: Remedies of the Association.

Any assessment not paid within 30 days after the due date shall accrue an administrative late charge of \$25.00 or 5% of the amount due, whichever is greater, plus interest beginning 30 days from the due date at the rate of 12% per annum until paid. The Association may bring an action against the Owner of the Lot personally for payment of the assessment and may enforce its lien for the assessment by foreclosure or any other means available under the law. The Association may waive payment of late charges and interest on any assessment, but may not waive payment of the assessment. In an action to enforce collection of any assessments, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including attorney's fees, including those incurred prior to litigation, and costs on appeal.

Section 3. Violation and Enforcement of Restriction and Covenants.

(a) The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action for enforcement brought hereunder, the prevailing party shall be entitled to reasonable attorney's fees including attorney's fees through appellate proceedings.

(b) Upon learning of a violation, the Association shall issue the Owner a written notice either by certified return receipt mail or posting on the property requesting the Owner to cure the violation and advising the Owner that a fine will begin to accrue if the violation is not cured within 30 days of receipt of the notice and that the Owner's Lot may be subject to a lien for such fine together with any costs expended by the Association for notice, investigation, attorney's fees and costs, and curative actions, the Association may take, including but not limited to demolition and/or storage costs for any construction or items placed on a Lot in violation of this Declaration.

(c) Should the violation not be cured within said 30 days of receipt of said written violation, a fine shall automatically begin to accrue and continue until the violation is cured. The amount of the fine at the time of filing this Declaration is \$50.00 per day, but said amount may be increased from time to time by the Board of Directors without vote of the Association or amendment of this Declaration.

(d) The Association shall have the authority but is not obligated to cure any violation through whatever action it deems reasonable and the expenses thereof shall be chargeable to the Owner of the Lot or Lots on which or in connection with the violation has occurred. Said expense shall be payable forthwith and upon demand. In the event the Association has expended funds in connection with curing such violation, then and in such event the funds so expended shall become an assessment upon the Lot or Lots enforceable as provided herein for unpaid assessments.

Section 4. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect any assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII RIGHTS RESERVED BY THE ASSOCIATION

Section 1. Easements for Utilities.

The Association reserves a perpetual easement on, over and under all easements within the Subdivision and Common Areas shown on the subdivision plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigations lines, roadways, natural gas, cable television, and other conveniences or utilities. To the extent permitted by law, the Association may grant an exclusive easement over each Lot for the installation and maintenance of radio and television cables within the Subdivision. The Owners of Lots subject to the easements reserved in this paragraph shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the Subdivision which are subject to said easements. All easements reserved by Association are and shall remain private easements and are conveyed to the Association.

Section 2. Commercial Property Easement for Access.

(a) The commercial property on the north side of Windsor Estates Drive has an easement providing unrestricted access to Windsor Estates Drive all along its southern property line. This easement is recorded in O.R. Book 3429, Page 2162, on the public records of Brevard County, Florida.

(b) A document titled "An Agreement for Utilities and Bikepath Easement and for Restrictive Covenants" granted certain property to the Windsor Estates Subdivision on February 19, 1996. This document is recorded in Plat Book 42, Page 6, in the public records of Brevard County, Florida.

Section 3. Drainage.

Drainage flow shall not be obstructed or diverted from drainage easements. Existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 4. Maintenance Easement.

The Association reserves an easement within all designated drainage and utility easements in, on, over, and upon each Lot for the sole purpose of preserving, maintaining or improving the Common Areas.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Severability and Interpretation.

Invalidation of any of these covenants or restrictions by judgment or court order shall in no way effect any other provisions hereof, which shall remain in full force and effect. Should any conflict in interpretation arise between the provisions of this Declaration and of the Articles of Incorporation, the provisions of this Declaration shall prevail.

Section 2. Duration, Modification and Amendment.

(a) Except as the same may be changed, modified or amended as provided for hereafter, the covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of this Declaration is recorded, at which time they shall be automatically extended for ten (10) years. Thereafter, extended in accordance with Florida Statutes 720.403 thru the Marketable Record Title Act (MRTA) commencing on October 1, 2004.

(b) The covenants, agreements, conditions, reservations, restrictions, and charges created and established herein may be waived, abandoned, terminated, modified, altered, or changed upon notice to all members of the Association and with the approval of two-thirds (2/3) of the total Membership vote. Such action may be taken at any annual or special meeting of the Association or by certified written ballot, so long as written notice of such proposed action or amendment is given 30 days prior to the meeting or scheduled vote. Any such proposed action must be initiated in the same manner as amendments to the By-Laws of the Association. No such waiver, abandonment, termination, modification or alteration shall become effective until a properly executed instrument in writing shall be recorded in the Public Records of Brevard County, Florida.

(c) The foregoing notwithstanding, any amendments to the covenants and restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

Section 3. Mortgage or Conveyance of Common Areas.

In addition to any approvals required of the St. Johns River Water Management District, the FHA or VA, any mortgage or conveyance of a Common Area or any portion thereof with the exception of Tract "E" shall require the approval of at least 50% of the total Membership vote.

Section 4. Expandable Association.

(a) Upon the recordation of this Declaration of Covenants and Restrictions for Windsor Estates Subdivision, the Association shall have as Members all Owners of Lots in that portion of the Subdivision to which this Declaration has been made applicable, and said portion shall be subject to the jurisdiction of the said Association, the provisions of this Declaration of Covenants and Restrictions, and the terms of the Articles of Incorporation and By-Laws of the Association, as amended from time to time.

(b) Such supplementary declaration may contain such complementary additions, deletions, changes to this Declaration as may be required to reflect the different character, if any, of the added properties. In no event, however, shall such supplementary declaration revoke, or otherwise modify the covenants and restrictions established by this Declaration upon the existing subject properties unless properly amended in accordance with the amendment procedures set forth herein.

Section 5. Notices.

Any notice required to be sent to any person pursuant to any provision of these Covenants shall be effective if such notice has been deposited in the United States Mail, postage prepaid, addressed to the person for whom it is intended at his/her last known place of residence, or to such other address as may be furnished to the secretary of the Association. The effective date of the notice shall be the date of mailing.

Section 6. No Waiver.

The failure of the Association to enforce any right, provision, covenant or condition which may be granted by this Declaration or the governing documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

Section 7. Conflict.

This Declaration shall take precedence over conflicting provisions in the Article of Incorporation and By-Laws of the Association and the Article of Incorporation shall take precedence over the By-Laws.

Section 8. Governing Law/Venue.

The construction, validity and enforcement of this Declaration shall be determined in accordance with the laws of the State of Florida and the exclusive venue for enforcement of this Declaration shall be Brevard County, Florida.

IN WITNESS WHEREOF, the undersigned, being the Association herein, has caused these presents to be executed in its name by its duly authorized officer, as of the date first set forth hereinabove.

Signed, sealed and delivered in the presence of: WINDSOR ESTATES HOMEOWNERS ASSOCIATION, INC.

Witness [Signature] BY: Charles Rikli
Charles Rikli, President

Witness [Signature]
Witness

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the County aforesaid to take acknowledgments, personally appeared, as President of WINDSOR ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 24th day of MARCH, 2018.

Notary

My Commission Expires: 07/06/2021

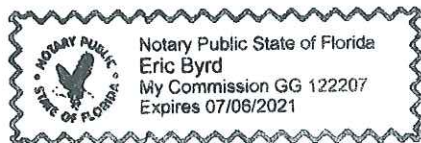


EXHIBIT "A"

LEGAL DESCRIPTION WINDSOR ESTATES PHASE 1: (BY SURVEYOR)

PART OF THE WEST 1/2 AND THE NORTH 1/2 OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 24/26/36 AND RUN N 00°50'23"W ALONG THE EAST LINE OF SAID SECTION AND THE CENTERLINE OF WICKHAM ROAD A DISTANCE OF 647.47 FEET TO THE SOUTH LINE OF THE SAID NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE S 88°52'45"W ALONG SAID SOUTH LINE A DISTANCE OF 50.00 FEET TO THE WEST RIGHT-OF-WAY OF SAID WICKHAM ROAD AND THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE S 88°52'45"W ALONG SAID SOUTH LINE A DISTANCE OF 1306.26 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SEC. 24/26/36; THENCE S 00°25'08"E ALONG SAID EAST LINE A DISTANCE OF 647.80 FEET TO THE SOUTH LINE OF THE SAID SOUTHEAST 1/4; THENCE S 88°52'01" W ALONG SAID SOUTH LINE A DISTANCE OF 1361.02 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SEC. 24/26/36 AND THE SUNTREE CHALLENGE GOLF COURSE, SUNTREE P.U.D. AS RECORDED IN PLAT BOOK 37, PAGES 60 THRU 64 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N 00°00'05" E ALONG SAID P.B. 37, PGS. 60-64 A DISTANCE OF 77.16 FEET; THENCE N 58°39'08" E A DISTANCE OF 159.19 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 75.00 FEET; THENCE FROM A TANGENT BEARING OF N 31°20'52"W GO NORTHWESTERLY ALONG SAID CURVE THRU A CENTRAL ANGLE OF 31°20'57" AN ARC DISTANCE OF 41.04 FEET; THENCE ON A RADIAL LINE S 89°59'55" E A DISTANCE OF 50.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF S 00°00'05" W GO SOUTHEASTERLY ALONG SAID CURVE THRU A CENTRAL ANGLE OF 91°08'04" AN ARC DISTANCE OF 39.76 FEET TO THE POINT OF TANGENCY; THENCE N 88°52'01" E A DISTANCE OF 72.29 FEET; THENCE N 01°07'59" W A DISTANCE OF 140.00 FEET; THENCE N 75°37'35"E A DISTANCE OF 56.78 FEET; THENCE N 00°00'05"E A DISTANCE OF 992.44 FEET TO THE POINT -OF-CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 870.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THRU A CENTRAL ANGLE OF 09°31'39" AN ARC DISTANCE OF 144.67 FEET TO THE POINT-OF-REVERSE-CURVE WITH A CIRCULAR CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 580.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THRU A CENTRAL ANGLE OF 08°02'43" AN ARC DISTANCE OF 81.44; THENCE N 89°59'55" W A DISTANCE OF 120.03 FEET TO A POINT ON A CIRCULAR CURVE CONCAVED TO THE EAST HAVING A RADIUS OF 700.00 FEET; THENCE FROM A TANGENT BEARING OF N 00°00'05" E GO NORTHEASTERLY ALONG SAID CURVE THRU A CENTRAL ANGLE OF 01°13'40" AN ARC DISTANCE OF 15.00 FEET; THENCE ON A RADIAL LINE S 89°59'55"E A DISTANCE OF 469.37 FEET TO THE POINT-OF-CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 408.09 FEET; THENCE SOUTHEASTERLY THRU A CENTRAL ANGLE OF 89°34'47" AN ARC DISTANCE OF 638.03 FEET TO THE POINT-OF-TANGENCY; THENCE S 00°25'08"E A DISTANCE OF 204.02 FEET; THENCE N 89°34'52"E A DISTANCE OF 170.00 FEET; THENCE N 00°25'08"W A DISTANCE OF 42.32 FEET; THENCE N 88°52'45"E A DISTANCE OF 673.88 FEET TO A LINE LYING 800 FEET WESTERLY OF, AS MEASURED PERPENDICULARLY TO THE SAID EAST LINE OF SECTION 24; THENCE S 00°50'23" E PARALLEL TO SAID EAST LINE A DISTANCE OF 226.39 FEET TO A LINE LYING 550 FEET SOUTHERLY OF, AS MEASURED PERPENDICULARLY TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 24; THENCE N 88°53'26"E PARALLEL TO SAID NORTH LINE A DISTANCE OF 750.01 FEET TO THE SAID WEST RIGHT-OF-WAY OF WICKHAM ROAD; THENCE S 00°50'23"E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 97.47 FEET TO THE POINT-OF-BEGINNING, CONTAINING 39.026 ACRES OF LAND MORE OR LESS.

EXHIBIT "B"

PHASE 3

DESCRIPTION:

PART OF THE WEST 1/2 AND THE NORTH 1/2 OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF WINDSOR ESTATES PHASE TWO B, AS RECORDED IN PLAT BOOK 44, PAGE 6 & 7 OF THE PUBLIC RECORDS OF SAID BREVARD COUNTY FOR THE POINT-OF-BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE N 00°00'05"E ALONG THE WEST LINE OF OAK PARK AT SUNTREE REPLAT NO.1 AS RECORDED IN PLAT BOOK 36, PAGE .91 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, A DISTANCE OF 740.61 FEET; THENCE N 88°54'51"E A DISTANCE OF 1341.98 FEET; THENCE S 00°25'08"E A DISTANCE OF 1265.57 FEET; THENCE S 88°53'26"W A DISTANCE OF 30.59 FEET; THENCE N 01°07'15" W A DISTANCE OF 11.70 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 698.09 FEET AND A CENTRAL ANGLE OF 72°30'58"; THENCE FROM A TANGENT BEARING OF N 17°28'28"W RUN NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 883.53 FEET TO THE POINT-OF-TANGENCY; THENCE N 89°59'55"W A DISTANCE OF 654.37 FEET TO THE POINT-OF-BEGINNING. CONTAINING 25.57 ACRES OF LAND MORE OR LESS.