

## **Summary of Proposed Changes to Declaration of Covenants, Conditions and Restrictions for the Windsor Estates Homeowner's Association**

1. All references to the Developer and the rights of the Developer, have been removed.
2. Article II, Section 4 amended to reduce the required number of trees from six (6) to four (4). Also reduces the required distance between two oaks to thirty (30) feet from fifty (50) feet.
3. Article II, Section 1 amended to clarify number of Architectural Review Committee Members. No less than 3, no more than 7.
4. Article II, Section 5 (c) amended to allow for the use of metal back panels that mimic the appearance of asphalt shingles.
5. Article II, Section 9 (c) amended to remove the word "daily".
6. Article III, Section 26 amended to allow standard basketball backboards and removed word "public" when referring to the streets.
7. Article V amended to change date to 2017.
8. Article VIII, Section 2 (1) amended to read "20 years plus one 10-year extension" when referring to the Marketable Title Research Act.

## **Summary of Proposed Changes to the Bylaws of the Windsor Estates Homeowner's Association**

1. All references to the Developer and the rights of the Developer, have been removed.
2. Article II, Section 2.1 amended to reduce the quorum for a Members meeting to 10% from 30 %.
3. Article III, Section 3.0 amended to replace "Board of Directors" with "Members".

Amendments written in red and struck through (ex. ~~Language to be removed~~) are designated for removal. Amendments written in blue and underlined (ex. New or revised language) are designated for inclusion as new or replacement language.

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made as of the date of \_\_\_\_\_ hereinafter set forth by ~~WINDSOR DEVELOPMENT COMPANY, INC., a Florida Corporation, hereinafter referred to as "Declarant" or as "Developer".~~ 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, ~~Declarant~~ 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, ~~Declarant~~ 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 ~~"Homeowners Association"~~ shall **both** 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.

~~"Builder" shall mean an owner of one or more developed but unimproved lots purchased for the purpose of the construction of a single family residential dwelling unit for sale, and who holds a license for such construction.~~

"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. ~~Additional parcels may be added to the Common Areas in the future.~~

"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.

~~"Declarant" and "Developer" shall mean and refer to WINDSOR DEVELOPMENT COMPANY, INC., its successors and assigns.~~

"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. ~~It is Developer's intent that only a portion of the total Subdivision be made subject to this Declaration at this time and to make additional property subject to this Declaration subsequently in phases.~~

"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 ~~There shall be a one-time initiation fee of \$250.00 per Lot, payable to the Association at the time a Lot is conveyed to its initial Owner. Each subsequent Lot Owner may be reimbursed the previous owner the initiation fee that was paid at the time of the initial lot acquisition. A Lot acquired by a Builder from Declarant shall be subject to the initiation fee at that time of acquisition. The Association may spend some or all of the initiation fee for inspection of the Lot after completion of the improvements to certify compliance with the terms and provisions of this Declaration as provided in Article III, Section 5.~~ and Membership shall be appurtenant to and may not be separated from ownership of any Lot. ~~The initiation fee may be increased from year to year after December 31, 1997 in the same manner and amount as a~~ Annual assessments may be increased pursuant to Article V, Section 5.

## ~~Section 3. Classification of Membership.~~

~~The Homeowners Association shall have two classes of voting membership:~~

~~Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Class A members shall also include all owners, with the exception of the Declarant, of lots in additional units if additional units are subjected to these restrictions as elsewhere provided in this Declaration.~~

~~Class B. The Class B member shall be the Declarant or successor developer and shall be entitled to three (3) votes for each Lot owned (to include each owned lot in additional units if additional units are subjected to these restrictions as elsewhere provided in this Declaration). The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:~~

~~(a) 3 months after 90% of the residential lots in all phases of the subdivision have been conveyed by the developer (or successor developer) to members (excluding conveyances to builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale), or~~

~~(b) Upon the election of the Declarant or successor Developer.~~

## Section 43. 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 maximum number of votes that may be cast is the sum of all votes held by qualified Class A members and the Class B member either present in person, or by proxy at the time the vote is taken at a meeting, or by actual ownership of platted lots if by certified written ballot. 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 ~~30%~~ 10% of the ~~sum of all the votes held by qualified Class A members and Class B members for any~~

~~ballot to be valid~~ 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 54. Voting Qualifications.

To be qualified to vote, a ~~Class A~~ Member must be current in payment of all assessments and any liens which have been levied against that Member ~~or any Lot owned by that member~~ as of the date of the vote. ~~Any person designated in writing by the Declarant shall be qualified to cast the votes for each Lot owned by the Class B member.~~

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) ~~or more~~ members. ~~So long as there is a Class B membership of the Association, control of the Committee and approval of all plans and specifications and other functions herein shall be vested in the Declarant, who shall appoint all Committee Members. Appointive Committee members need not be Owners, and shall serve indefinitely, at Declarant's pleasure.~~ 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) After Declarant's Class B membership in the Association converts to Class A membership, seven (7) 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 Association Managers. Five (5) elected Committee members must be Owners, and shall serve until their successors are elected at the next annual meeting. Committee members may be re-elected.~~

~~(eb)~~ 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 ~~shall will~~ meet ~~from time to time as necessary~~ 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 ~~\$35.00~~ an amount not to exceed 10% of the Annual Association Dues in force at the time of the inspection shall ~~may~~ be ~~paid to~~ 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) Builders who have contracted with the Developer to purchase 5 or more lots may submit plans of their models, colors, shingles and landscape designs for general approval by the Committee. Each Builder is responsible for notifying the Committee in writing prior to construction of the exact pre-approved specification as provided herein as to which model, colors, landscaping, etc. are to be used on each specific lot. The administrative fee will be waived by the Committee if proper notification is received prior to construction for a specific lot so long as one of the generally approved models and landscape design is being used.~~

~~(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 ~~of \$50.00~~ 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 ~~\$50.00~~ 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. Clearing.~~

~~Prior to any construction the Committee will be furnished a tree survey showing the location and type of all trees 4" or more in caliper at breast height. This survey shall also show types and general location of existing vegetation. A site plan will be provided showing the location of any structures,~~

~~driveways, and sidewalks to be constructed and which vegetation and trees are proposed to be removed.~~

~~It is the intent of the Committee that as much of any existing wooded character of a Lot be retained as reasonably possible. All yard areas of a Lot not left in their natural state shall be sodded or replanted. For any Lot fronting a lake, the Owner including Builders of same shall also be responsible for sodding and maintaining areas between his property line and the water's edge, if any.~~

~~If any unauthorized clearing takes place on any Lot or Common Areas, restoration of said Lot or Common Areas to their original condition must be made. The restoration plans as to location of plant material, size, and type must be submitted to the Committee for approval. If the Owner of any Lot (or his contractors, agents or invitees) that has been cleared without written authorization of the Committee fails to restore said Lot or Common Area damaged by the Owner (or his contractors, agents or invitees) within thirty (30) days of receipt of written notice from the Committee, then the Committee may make such restoration, the cost of which shall be a lien against the Lot and a debt of Owner which may be enforced in the same manner as enforcement of Assessments as set forth herein.~~

### Section 4.3. Grading, Drainage and Floor Elevations.

i(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.

~~ii) Sidewalks for each Lot shall be constructed at the time of home construction and shall be graded so as not to impound water in the Lot or on the sidewalk. The sidewalk shall be slanted toward the street to assure proper drainage. The property line side of the sidewalk shall be two inches higher than the back of curb elevation and blend in smoothly with the finished sod grade of each lot.~~

iii (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 5.4. Landscaping.

~~(a) All landscaping must conform to all codes and requirements of the local governing agencies. A typical or several master landscape plan(s) may be submitted to the Committee for approval by Builders in accordance with above Sections 2 and 3. This plan may be altered to accommodate existing vegetation on individual lots. All areas of the yard of each Lot not left in this natural vegetated condition shall be replanted with trees, shrubs, ground cover and flowers, or sodded including all easements and right of ways directly in the front and rear of all lots.~~

~~(b) No existing living tree four (4) or more inches in caliper, measured at breast height, shall be removed from a Lot unless said tree is diseased or interferes with erecting or placing the house or other permanent structures on said Lot and grading for proper drainage.~~

(e a) A minimum of ~~six (6)~~ four (4) trees are required to be planted in the front and side yard of each residence: ~~at least two live oaks any of the following trees in not less than 30 15~~ gallon containers or equivalent, not less than ~~10' 7'~~ to ~~12' 9'~~ feet in height with ~~4' 3'~~ to ~~5' 4'~~ of spread and ~~2 1"~~ in caliper at breast height ~~and four of any of the following type trees in not less than 15-gallon containers or equivalent, 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.

~~(d) A minimum of \$1,250 as part of the construction cost of each residential unit must be spent on landscaping material which shall be used to purchase trees and new plant material to be planted at the front of each residence. This planting expense shall not include the cost of sod or irrigation system.~~

(e b) Each Lot shall be entirely sodded including all easements and right-of-ways 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 right-of-ways and easement areas adjacent to each lot.

(f 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 the two of the six trees on 50' centers 10' from the back of the sidewalk. (Detail sketch to be provided by Developer)~~ 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.

(g 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. ~~(Detail sketch to be provided by Developer).~~

(h 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. ~~(Detail sketch to be provided by Developer).~~

#### Section 6.5. 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. ~~No metal, aluminum or fiberglass roofs will be permitted.~~

(c) The Committee must approve the type, color, and style of all shingle and roof covering materials. ~~Under no circumstances shall any home be constructed without either~~ The approved roofing materials are: slate, tile, cedar, ~~or~~ 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 7.6. 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 8.7. Overhead Garage Doors and Garage Door Openers.

All overhead garage doors shall be decorative in design and should complement the exterior ~~elevation~~ of each individual residence. ~~Under no circumstances may fiberglass or plastic type garage doors be used.~~ All overhead garage doors must be installed and maintained with an operational ~~automatic~~ garage door opener. Garage doors should remain closed when not in use.

Section 9.8. 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 10.9. Building ~~Location~~ 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 ~~11~~ 10. Post Lights.

Each residence constructed shall be required to install and maintain an exterior post light in the front set back area ~~prior to occupancy~~. 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 ~~Declarant~~ Committee. ~~All post lights are required to be installed by the builder prior to the occupancy of the residence. (Detail sketch and description to be provided by Developer).~~

Section ~~12~~ 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 ~~Declarant~~ Committee. ~~All mail boxes and street address numbers are required to be installed by the builder prior to the occupancy of the residence. (Detail sketch and description to be provided by Developer).~~

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, ~~except for model residential dwelling units which may be maintained by the builder or developer only for purposes of the sale of residential dwellings within the subdivision, and except such construction and sales trailers as may be permitted by Developer and any applicable governmental entity~~. 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. ~~Upon completion, the Committee shall inspect the Lot and improvements and issue the Lot Builder a certificate of compliance acknowledging that said terms and provisions have been met or itemizing any non-compliance.~~ 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 ~~or sales~~ 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 ~~and sales and after receipt of written approval from the declarant.~~

#### 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 ~~daily and~~ 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.

(e 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. ~~The initial construction of the Lot swales/berms shall be completed prior to the issuance of a certificate of occupancy for any residence to be constructed on said Lot; provided, however, initial construction of said berms and swales must be completed no later than the mandatory completion date established pursuant to the St. John's River Water Management District permit, even if a residence has not been constructed on the Lot(s).~~

(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 Declarant or~~ the Homeowners Association.

(c) Easements for ingress, egress and access are hereby reserved in favor of ~~the Developer and~~ 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 Developer and~~ 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 ~~Declarant Association and except for signs utilized by the Developer and Builders to advertise the sale of lots or dwelling units for sale and except as otherwise permitted by the Homeowners Association's Board of Directors~~, 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 any thing 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 ~~Homeowners Association's Board of Directors~~ 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 ~~Board 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 ~~white-standard~~ backboard and shall be a minimum of 25' from any ~~public~~ 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. ~~provided no such dedication or transfer shall be effective unless: (i) such dedication or transfer is approved by Declarant, so long as Declarant owns a Lot, or if Declarant no longer owns a Lot, then by a vote of 50% of the Class A Members. The Declarant, his heirs or assigns must give written approval to transfer all or a portion of Parcel "E" to any public or private agency; and (ii) the approval of such dedication or transfer has been properly recorded; and~~

(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 ~~including Builders~~ shall be responsible for any expense incurred by the Association ~~or the Developer~~ to repair or replace Common Area vegetation and topography, right-of-ways, 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 ~~Developer~~ 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 ~~Developer, 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 ~~Developer~~ Association, the District, and to their successors and assigns. ~~Upon conveyance by the Developer to third parties (including the Association) of any land affected by this easement, the Developer shall have no further liability or responsibility hereunder, provided the deed restriction covering the Conservation Easement Areas is properly recorded.~~

#### 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. ~~Developer~~ [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 ~~Homeowners~~ 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; ~~provided however, that no Lot while owned by the Developer shall be subject to either annual or special assessments. The Developer hereby obligates itself to pay any operating expenses that exceed assessments received from the members and other income sources of the Association. This obligation shall terminate when the Developer no longer controls the Association. This payment may be in the form of a loan to the Association from the Developer for the payment of current expenses.~~

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 attorneys 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 ~~Commencement of~~ Annual Assessments.

The annual assessments for each Lot shall be payable ~~upon conveyance of that Lot to a Class A Member, and~~ at the beginning of each fiscal year of the Association ~~thereafter. Builders may become liable for annual or special assessments prior to receiving conveyance of a Lot, as may be provided by contract between Developer and the Builders.~~

### 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 regard 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) ~~Until January 1, 1998, the annual assessment shall be \$250.00 per Lot. The annual assessment for fiscal year 2017 was \$550.00 per lot.~~

(b) ~~From and after January 1, 1998~~ 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. ~~"Maximum allowable assessments" as referred to herein shall be calculated by assuming a cumulative 10% increase per year from and after the year 1998.~~

(c) From and after ~~January 1, 1998~~ 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 ~~30~~ 10% of ~~each class~~ 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 attorneys fees including attorneys 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 ~~DEVELOPER~~ THE ASSOCIATION

Section 1. Eminent Domain.

Section ~~2~~1. Easements for Utilities.

The ~~Developer~~ 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 ~~Developer~~ 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 ~~Developer~~ Association are and shall remain private easements and ~~the sole and exclusive property of the Developer, to be held or else conveyed in Developer's discretion to utility companies; are conveyed to the Association, or appropriate government agency.~~

Section ~~3~~2. Commercial Property Easement for Access.

(a) The commercial property on the north side of Windsor ~~Road~~ Estates Drive has an easement providing unrestricted access to Windsor ~~Road~~ 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 ~~4~~3. Drainage.

Drainage flow shall not be obstructed or diverted from drainage easements. ~~Developer may but shall not be required to cut drain ways for surface water drainage and other utility repairs wherever and whenever necessary to maintain reasonable standards of health, safety and appearance; provided, however, any maintenance, clearing, grading or cutting of drain ways must be permitted or as approved by the St. Johns River Water Management District and Brevard County pursuant to a permit modification. Except as provided in this Section, e~~ Existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.



Section 54. Maintenance Easement.

The ~~Developer and 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.

~~Section 6. Developer Rights Regarding Temporary Structures, Etc.~~

~~Developer reserves the right to erect and maintain temporary dwelling, model houses, and/or other structures upon Lots owned by Developer or Developer's assignee and to erect and maintain such commercial and display signs and devices as Developer, in its sole discretion, deems advisable. Developer reserves the right to do all acts necessary in connection with the construction of such improvements on the Lots. Nothing contained in these covenants and restrictions shall be construed to restrict the foregoing rights of the Developer.~~

~~Section 7. Further Restrictions, Conditions and Dedications.~~

~~Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any Lot in the Subdivision owned by Developer and on the Common Areas, so long as the easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with use of 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 ~~two (2) successive periods of~~ ten (10) years; ~~unless modified or terminated by a duly recorded written instrument executed in conformance with the requirements described below~~ Thereafter, extended in accordance with Florida Statutes 720.403 thru the Marketable Record Title Act (MRTA) commencing on October 1, 2004.

~~So long as Declarant owns one or more Lots within the Subdivision, the Declarant may, in its sole discretion and without any notice to or vote by other Lot Owners, change, modify or amend any provision of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Brevard County, Florida.~~

~~(b) At any time after the Declarant no longer owns any Lot or Lots within the Subdivision, t~~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. Federal Housing Administration (FHA) or Veterans Administration (VA) Approvals.~~

~~So long as there is a Class B membership the following actions shall require the prior approval of the FHA or VA agencies: annexation of additional properties outside the boundaries of the Subdivision, dedication of Common Areas to other than the Association, encumbrance of a Common Area, or amendment of this Declaration of the Articles of Incorporation of the Association, provided such approval is not unreasonably withheld by the FHA or VA.~~

Section 43. 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 5. Future Development Within the Project.~~

~~The Declarant reserves to itself the sole and absolute right to determine the timing, method of ownership, and manner of development of any and all phases of the Subdivision and the addition of other property to the Subdivision. In no event shall any provision of this Declaration be construed as imposing upon the Declarant any obligation whatsoever to submit to the jurisdiction of the Association or vote of the members or provisions of this Declaration any additional property, improvements or lots other than those herein described. No consent of the Lot Owners shall be required to add any lands, improvements or portions of additional property to the jurisdiction or ownership of the Association or to subject the same to provisions of this Declaration.~~

Section 64. 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.

~~If the Declarant elects to submit additional phases of the Subdivision to this Declaration and to the jurisdiction of the Association, the owners of lots included therein shall also be Members of the Association, and shall enjoy the use of and contribute toward the costs of maintenance, repair and operation of the Common Areas on an equal basis with all other Owners.~~

~~Any additions of portions of the Subdivision which Declarant elects to submit to this Declaration shall be made by filing of record a supplementary declaration of covenants and restrictions with respect to the additional property, which if applicable shall extend these covenants and restrictions to such property, and provided if applicable that the FHA and VA have determined that the annexation is in accord with the general plan heretofore approved by them.~~

(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 75. 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 86. No Waiver.

The failure of the Association ~~or Developer~~ 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 ~~or Developer~~ to enforce such right, provision, covenant or condition in the future.

#### Section 97. 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 108. 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 ~~Declarant~~ 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 DEVELOPMENT COMPANY~~ WINDSOR ESTATES HOMEOWNERS ASSOCIATION, INC.

\_\_\_\_\_  
Witness ~~Roy Pence, President~~ BY: \_\_\_\_\_  
President

\_\_\_\_\_  
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 ~~ROY PENCE~~, as President of ~~WINDSOR DEVELOPMENT COMPANY~~ 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 \_\_ \_ day of \_\_\_\_\_, ~~1995~~ 20 .

\_\_\_\_\_  
Notary My Commission Expires:

PREPARED BY AND RETURN TO:

Peg Porter  
Windsor Estates Homeowner's Association  
P.O. Box 410263  
Melbourne, FL 32941-0263

BY- LAWS  
OF  
WINDSOR ESTATES HOMEOWNERS ASSOCIATION, INC.  
(A Corporation Not for Profit under the  
Laws of the State of Florida)

ARTICLE I  
GENERAL PROVISIONS

1.0 Identity. These are the By-Laws of WINDSOR ESTATES HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida (hereinafter referred to as the "Association"). The Articles of Incorporation of the Association were filed in the Office of the Secretary of State on the 24th day of October, 1995. The Association has been organized for the purpose of administering the operation and management of a residential community to be known generally as WINDSOR ESTATES (~~hereinafter referred to as the "project") to be developed by WINDSOR DEVELOPMENT Company, INC. (hereinafter referred to as "Developer")~~ developed in accordance with the Declaration of Covenants, Conditions and Restrictions for WINDSOR ESTATES, which will be recorded in the Public Records of Brevard County, Florida (hereinafter referred to as the "Declaration"). The Project is located upon certain property situate, lying, and being in Brevard County, Florida, more particularly described on Exhibit "A" to the Declaration (the "Property").

1.1 By-Laws Subject to Other Documents. The provisions of these By-Laws are applicable to the Association, and are expressly subject to the terms, provisions, covenants, and conditions contained in the Articles of Incorporation of WINDSOR ESTATES HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Articles"), and subject to the terms, provisions, covenants, and conditions contained in the Declaration.

1.2 Applicability. All Lot Owners, their respective families, invitees, guests, and lessees, are subject to these By-Laws, the Articles and the Declaration.

1.3 Office. The office of the Association ~~shall be at 1688 W. Hibiscus Blvd., Melbourne, Florida 32901~~ or at any other place designated from time to time by the Association may change from

time to time as designated by the Association. The mailing address of the Association is P.O. Box 410263, Melbourne, FL 32941.

1.4 Seal. The seal of the Association shall bear the name of the Association, the word "Florida", the words, "Corporation not for Profit", and the year of incorporation.

1.5 Definitions.

(a) The following terms shall have the meanings as set forth below:

(1) "Common Expenses" - All expenses and Assessments which are properly incurred by the Association.

(2) "Member" - All Lot Owners shall be members of the Association, and no other persons or entities shall be entitled to membership, except as otherwise provided herein.

(b) All definitions contained in the Declaration are hereby incorporated herein by this reference as though set forth in full herein.

ARTICLE II  
MEMBERSHIP, VOTING, QUORUM, PROXIES

2.0 Qualification of Members, etc. The qualification of Members, the manner of their admission to membership and termination of such membership and voting by Members, shall be determined by the provisions set forth in the Declaration, the Articles and in these By-Laws.

~~2.1 Classes of Membership; Weighting of Votes. The Association's membership shall be divided into a Class A and a Class B membership and the votes of the member or members of each such class shall be weighted as provided in Article I, Section 3 of the Declaration. Whenever reference is made herein or in the Declaration to members entitled to cast a majority or other number or percentage of votes, voting power or voting interest, the computation of whether that number or percentage has been attained shall be made by weighting the votes of the Class A members and the Class B members as provided in Article I, Section 3 of the Declaration.~~

2.1 Quorum. Members entitled to cast 3010% of the votes, present in person or by proxy, including certified written ballots that are delivered by U.S. mail, shall be required for and shall constitute a quorum at all meetings of the Members.

2.2 Voting Member, Corporation, or Multiple Ownership of a Lot.

(a) If a Lot is owned by more than one (1) person, then the person entitled to cast the vote for the Lot shall be designated by a voting certificate signed by all of the record owners of the Lot and filed with the Secretary of the Association. The person entitled to cast a vote pursuant to such voting certificate shall be designated as the "Voting Member". Such person shall be one of the record title owners of the Lot or the corporate, partnership, or entity representative of the record title owner. Such voting certificate shall be valid until revoked in writing or until superseded by a subsequent voting certificate or until a change occurs in the ownership of the Lot. A voting

certificate designating the person entitled to cast the vote for a Lot may be revoked by any record owner of an undivided interest in the Lot. If a certificate designating the person entitled to cast the vote for a Lot is required, but is not on file or has been revoked, the vote attributable to such Lot shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such voting certificate is filed, except if the Lot is owned jointly by a husband and wife (a couple living together as a single housekeeping unit shall be deemed to be husband and wife for purposes of subsections (1), (2) and (3) below), they may, but shall not be required to, designate one spouse as a Voting Member in the manner provided above. In the event husband and wife do not so designate a Voting Member, the following provisions apply:

(1) If both spouses are present at a meeting and are able to concur in their decision upon any subject requiring a vote, either one may cast the Lot vote; or

(2) If both spouses are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number so authorized votes in the Association shall be reduced accordingly for such subject only); or

(3) If only one spouse is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the vote just as though he or she owned the Lot individually, and without establishing the concurrence of the absent person. Unless both spouses attempt to cast conflicting votes or unless a spouse announces *to* the meeting prior to or during the *vote* on a subject that both spouses are present at the meeting and are not able to concur in their decision, then the spouse actually voting shall be deemed to have had valid authority therefor.

~~(4)~~ (4) If a corporation, partnership, or other entity (i.e., not a natural person) is the owner of a Lot, then the voting certificate as provided for herein shall be executed (i) by the president *or* vice-president thereof and shall be attested to by the secretary or other officer, if a corporation, or (ii) by the duly authorized partners, officers, or other representatives, if the Lot is owned by some other legal entity.

2.3 Voting: Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing; shall specifically set forth in the name of the person voting by proxy, the name of the person authorized to vote the proxy for him, the date the proxy was given, the date, time, and place of the meeting for which the proxy is given, and if a limited proxy, set forth those items in connection with which the holder of the proxy may vote, and the manner in which the vote is cast; shall be signed by the person entitled to vote; shall be filed with the Secretary of the Association prior to or at the meeting at which they are to be used; and shall only be effective for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. Holders of proxies need not be Members, but no person ~~other than a designee of the Developer~~ may hold more than five (5) proxies. Where a Lot is owned jointly by a husband and wife, and they have not designated one of themselves as a Voting Member, a proxy must be signed by both in order to designate a third person as proxy. Where a Lot is owned by more than one person (other than a husband and wife) or by a corporation, partnership, *or* other entity, the proxy must be signed by the Voting Member. **When**

**voting by certified written ballot, no proxies will be allowed. Each member should cast their own vote as part of the written ballot process.**

2.4 Voting By Certified Written Ballot. All matters of the Association requiring a vote of the general membership may be conducted by certified written ballot. The Board of Directors has the authorization to make the determination of whether the vote will be by certified written ballot or by ballots cast at a special or regular meeting. All matters requiring written vote must be sent to the individual Lot Owner a minimum of 2 weeks prior to the required date to be returned. Ten days prior to the certified ballot being sent to each Lot Owner, a notice will be sent to each Lot Owner notifying them of the upcoming vote and its subject matter. Said notification shall also indicate the date that the ballots will be mailed and the date in which they must be returned. The voting must be done on original ballots, signed by the Owner of the individual properties. The ballots shall be returned by mail or *hand* delivered to the address on the official ballot. Ballots once received will be saved unopened. The Association President shall assign three individuals to be present at the opening of each ballot. Upon opening each ballot, the name and address of the Owner will need to be verified with the Association register and the individual ballot certified as complete or incomplete. It will need to be determined that the ballot is on an original ballot form and that only one vote per Lot has been received. Any ballots that appear to be uncertifiable will be set aside and not included in the vote unless they are needed to determine the outcome of a balloting. In that event, the individuals who sent in those official ballots will be called and additional clarification will be completed to determine those ballots are valid.

2.5 Voting. In any meeting of Members, the Owner of each Lot, subject to the provisions of Paragraph 2.21 hereof, shall be entitled to cast one (1) vote, ~~except as to Developer, who shall be entitled to cast three (3) votes for each Lot owned.~~ The vote of a Lot shall not be divisible.

2.6 Majority Vote. The acts approved by a majority of the Members' present or by proxy, or by certified written ballots delivered in person or by U.S. mail at a meeting that a quorum shall have been attained based on the total number of members and proxies present or the total number of certified written ballots that have been received by the due date shall be binding upon all Members for all purposes, except as otherwise provided by law, the Declaration, the Article or these By-Laws.

### ARTICLE III ANNUAL AND SPECIAL MEEINGS OF MEMBERSHIP: PROVISIO

3.0 Annual Meeting. The annual meeting of the ~~Board of Directors~~ Members shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual ~~Board~~ Members meeting every calendar year, to the extent possible, not later than twelve (12) months after the last preceding annual meeting. ~~The first annual meeting of the Members shall be held within 12 months from date of the Developers turnover of the Association as outlined in Article IV, Paragraph 4.1 (f).~~ The purpose of the meeting shall be, except as provided herein to the contrary, to transact any business authorized to be transacted by the Members, or as stated in the notice of the meeting of the Members in advance thereof.



3.1 Special Meeting. Special meetings of the Members shall be held on the date, at the place, and at the time determined by the Board of Directors from time to time and may be called by the President or by a majority vote of the Board of Directors and must be called by the President or Secretary upon receipt of a written request from one-fourth (1/4) of the Members of the Association. The business conducted at a special meeting shall be limited to the purpose or purposes stated in the notice of the meeting.

3.2 Notice of Meeting: Waiver of Notice. Notice of all meetings of the Members, whether regular or special, shall be given by the President, Vice President, or Secretary of the Association, or in the absence of such officers, by any other Officer of the Association to each Member unless such notice is waived in writing. Such notice shall be written and shall state the time, place, and purpose or purposes for which the meeting is called. Such notice shall be posted in a manner and a location clearly visible to all members such as a community bulletin board near the entrance to the subdivision, hand delivered or mailed to each Member not less than twenty (20) days not more than sixty (60) days prior to the date set for such meeting. An Officer of the Association shall provide an affidavit to be included in the official records of the Association affirming that a notice of the Association meeting was properly posted, mailed or hand delivered to each Member at the last address furnished to the Association. Notice of a meeting, if mailed, shall be deemed to be properly given when deposited in the United States mail, first class, postage prepaid, and addressed to the Member at his post office address as it appears on the records of the Association. Notice of annual or special meetings may be waived by Members before or after the meeting and the attendance of any Member, or person authorized to vote for such Member, shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.3 Content of Notice. If an annual meeting, the purpose of the meeting need not be included; however, if a special meeting, the exact purpose of the meeting must be included.

3.4 Adjourned Meeting. If any meeting of the Members cannot be convened because a quorum is not present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. No further notice of the adjourned meeting is required if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, provided, that if, after the adjournment, the Board of Directors, in its sole discretion, fixes a new date for the adjourned meeting other than the date announced at the meeting at which the adjournment is taken, a notice of the adjourned meeting shall be given to each Member not less than ten (10) days nor more than sixty (60) days before the date of the meeting. Except as otherwise provided herein, proxies given for the adjourned meeting shall be valid for newly rescheduled. meetings unless revoked.

3.5 Chairman. At meetings of the Members, the President of the Association shall preside. In the absence of the President, the Officers of the Association shall designate one of their number to preside.

3.6 Order of Business. The order of business at annual meetings of the Members and, so far as practical, at any other meetings of the Members, shall be:

- a. Call to order by Chairman;
- b. Roll call and quorum determination;
- c. Proof of notice of meeting or waiver of notice;
- d. Reading of minutes of prior meeting;

- e. Reports of Officers, Committees, and employees or agents;
- f. Elections;
- g. Unfinished business;
- h. New business; and
- i. Adjournment

3.7 Minutes of Meeting. The minutes of all meetings of the Members shall be kept in a book available for inspection at any reasonable time by Members or the Association or their representatives duly authorized in writing and by Board Members. The Association shall retain these minutes for a period of not less than seven (7) years.

#### ARTICLE IV BOARD OF DIRECTORS

4.0 Management of Association. The affairs of the Association shall be governed by a Board of Directors.

##### 4.1 Board of Directors:

~~(a) The Board of Directors shall consist of not less than three (3) nor more than nine (9) Directors. The initial Board of Directors shall consist of three (3) Directors. The first Board elected by the members shall have nine (9) Directors.~~

~~(b) The first Board of Directors shall consist of persons designated by the Developer. Before the Turnover Date, the Board of Directors shall~~ cause to be mailed to all Members a form upon which each Member shall be entitled to nominate one person for each Director position. The nomination form shall be returnable to the Association within fifteen (15) days of its mailing by the Association; nomination forms received after said fifteen (15) days shall be null and void. ~~The Developer may nominate one (1) person for each Director position.~~ After the date upon which nomination forms are required to be received by the Board of Directors, the Board of Directors shall mail to each Member a ballot containing the names of each nominee for the Board of Directors and appropriate space for write-in votes. Each Member shall be entitled to vote for one person for each Director position. The ballot or official ballot envelope shall be signed and dated by the Member. The ballots shall be returned to the Association Secretary not later than fifteen (15) days after the date the ballot is mailed, as determined by the Board of Directors. Each ballot shall constitute a written consent within the meaning of Section 617.0701, Florida Statutes, and shall be filed with the minutes of proceedings of members. The ballots shall not be effective to elect a Board of Directors unless ballots properly signed and dated are received from a minimum of ~~30~~10% of the Members. The Association Secretary shall tabulate the ballots and provide written notice to each Member within ten (10) days of the date established for the receipt of ballots by the Association of the names of the Directors elected pursuant hereto, or if the number of ballots received were insufficient to constitute a valid election of Directors. If the number of ballots received are insufficient to elect a Board of Directors, the existing Board of Directors, in its discretion, may call a meeting of Members to elect Directors or may repeat the process above described until a Board of Directors is elected.

~~(c) Within a reasonable time after the Turnover Date, the Developer shall relinquish~~

~~control of the Association and the Members shall accept control.~~

~~(d) — The Developer shall have the absolute right at any time, in its sole discretion to remove any Member of the Board of Directors designated by the Developer to replace any such Member with another person to serve on the Board. Removal and replacement of any person designated by Developer to serve on the Board of Directors shall be made by written instrument delivered to any Officer of the Association, which instrument shall specify the name of the person to be removed, and the name of the person designated as successor to the person so removed from the Board. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by the Developer to any Officer of the Association, and shall be inserted in the minute book of the Association.~~

~~(e) — The Developer may turn over control of the Association: o the Members other than the Developer prior to the Turnover Date in its sole discretion by causing all of its appointed Directors to resign, where upon it shall be the affirmative obligation of the Members other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (3 days' notice of Developer's decision to cause its appointees to resign is given to the f embers, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Members other than the Developer refuse or otherwise fail to assume control.~~

~~(f) — The "Turnover Date" is defined as the earlier of: (i) Three (3) months after 90% of the residential lots have been conveyed by the developer (or successor developer); or (ii) The Declarant or successor developer elects to terminate its Class B membership.~~

4.2 Election of Directors. Election of Members of the Board of Directors, other than those designated by the Developer, shall be conducted in the following manner:

(a) Election of Members of the Board of Directors shall be by written ballot mailed to all members prior to the annual meeting of the Members of the Association, except the elections required by paragraph 4.1 (b) hereof.

(b) A Nominating Committee of three (3) Members shall be appointed by the Board not less than sixty (60) days prior to the annual meeting. The Committee shall nominate one (1) person for each vacancy to be filled. Nominations for additional Directorships, if any, created at the meeting shall be made from the floor. Other nominations may be made from the floor.

(c) The election shall be by written ballot (unless dispensed with by unanimous consent of the Members present at the meeting) and by a plurality of the votes cast, each person voting being entitled to cast his vote or votes for each of any nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) (i) At any time after a majority of the Board is elected by Members ~~other than the Developer~~, any Member of the Board may be recalled and removed from office with or without cause by the vote of most of all Members of the Association. A successor may then and there be elected to fill the vacancy created. Should the Membership at such meeting, having removed any Directors from office, then fail to elect a successor at such meeting, the Board may fill the vacancy in the manner elsewhere provided herein.

(ii) A special meeting of the Members to recall a Member or Members of the Board may be called by thirty (30%) percent of the Members of the Association giving notice of the meeting as required for a meeting of Members of the Association, and by notice shall state the purpose of the meeting. If the recall is approved by a majority of the Lot Owners by vote at a meeting, the recall will be effective immediately, and the recalled Member or Members of the Board shall turn over to the Board any or all records of the Association in their possession within seventy-two (72) hours after the meeting.

(e) If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor who shall hold office for the balance of the unexpired term of office. The election held for the purpose of filling any such vacancy may be held at any regular or special meeting of the Board.

(f) Any Director may resign at any time by sending a written notice of such resignation to the office of the Association, addressed to the President or Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Association. The acceptance of a resignation shall not be required to make it effective. Commencing with the organizational meeting of any newly elected Board of Directors, four (4) consecutive absences, unless expressly excused by resolution of the Board, shall automatically constitute a resignation from the Board of Directors. No Member shall continue to serve on the Board should he be more than ninety (90) days delinquent in the payment of any Assessment. Such delinquency shall automatically constitute a resignation from the Board. All of these regulations are self-operating and shall become effective immediately upon the happening of the event or the passage of the time provided for herein.

4.3 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the Members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided herein.

4.4 Board of Directors Meetings.

- a. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business.
- b. Board meetings are open to all Members, except meetings between the Board and its attorney to discuss proposed or pending litigation where the contents of the discussion would be governed by the attorney-client privilege.
- c. The notice of each Board meeting shall be posted in a manner and at a location clearly visible to all members such as a community bulletin board near the entrance to the subdivision. The notice must be posted at least seven (7) days before the meeting. Each member of the Board of Directors shall be mailed a meeting notice or called seven (7) days in advance of each meeting.
- d. Directors may not vote by proxy or by secret ballot, except a secret ballot may be used when electing officers.
- e. Meeting requirements for Board of Directors also apply to meetings of any committee, including any architectural board of the Association.

4.5 Organizational Meeting. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election, at such time and at such place and upon such notice as shall be fixed by the Directors.

4.6 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by most of the Directors. Notice of regular meetings shall be delivered to each Director, personally or by mail, telephone, or telegram, at least five (5) days prior to the day named for such meeting, unless notice is waived.

4.7 Special Meetings. Special meetings of the Board may be called by the President, and must be called by the Secretary upon the written request of two-thirds (2 / 3) of the Members of the Board. Not less than three (3) days' notice of a meeting shall be given to each Director, personally or by mail, which notice shall state the time, place, and purpose or purposes of the meeting.

4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.9 Quorum. A majority of the Directors of the Association, duly qualified and holding the office of Director, shall be required for and shall constitute a quorum at all meetings of the Board of Directors for the transaction of business, except as otherwise provided by law, the Declaration, the Articles or these By-Laws.

4.10 Adjourned Meetings. If at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11 Action by Directors Without a Meeting. Any action which may be taken at a meeting of the Directors may be taken without a meeting, provided that consent in writing setting forth the action so to be taken is signed by all of the Directors and is filed in the minutes of the proceedings of the Board.

4.12 Presiding Officer. The presiding officer of the Directors' meetings shall be the President of the Association. In the absence of the President, the Directors present shall designate one of their number to preside.

4.13 Order of Business. The order of business at Directors meetings shall be:

- (a) Call to order by presiding officers;
- (b) Roll call and quorum determination;
- (c) Proof of notice of meeting or waiver of notice;
- (d) Reading of minutes of prior meeting;
- (e) Reports of Officers, Committees, and employees or agent;
- (f) Resignations and elections of Officers;
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

4.14 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection at any reasonable time by Members of the Association or their representatives duly authorized in writing and by Board Members. The Association shall retain these

minutes for a period of not less than seven (7) years. Each Director's vote or abstention on each issue must be recorded in the minutes - members are thus afforded the opportunity to inspect the voting history of Directors.

4.15 Compensation. No Director shall receive compensation for serving in such capacity; provided, however, this shall not be constructed to preclude a Director from serving the Association in any other capacity (other than as an Officer) and receiving compensation therefor. The compensation of all employees of the Association shall be fixed and approved by the Board of Directors.

4.16 Powers and Duties. Except as otherwise provided herein, by law, in the Declaration, or in the Articles, all of the powers and duties of the Association shall be exercised by the Board of Directors.

4.17 Place of Meetings. Notwithstanding anything contained herein to the contrary, any meeting of Members or Directors may be held at any place within the State of Florida.

~~4.18 Proviso. Notwithstanding anything contained herein to the contrary, the Directors shall not have the right or authority to do any act or take any actions wherein the same would limit, modify, or abridge the rights, privileges, and immunities of the Developer or of the construction lender or its assigns in the event the construction lender has taken control of the project by foreclosure or deed in lieu of foreclosure, as set forth in the declaration, the Articles or these By-Laws.~~

4.18 Committees.

(a) The Board may, by resolution, also create other committees and invest such committee with such powers and responsibilities as the Board shall deem advisable, subject to the limitations of Section 607.0825, Florida Statutes.

(b) Notwithstanding anything contained herein to the contrary, an executive committee or any other committee created by the Board of Directors shall not have the power to determine the Common Expenses required for the affairs of the Association or to determine the Assessments payable by the Lot Owners to meet the Common Expenses of the Association.

## ARTICLE V OFFICERS

5.0 Generally. The Officers of the Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and one or more Assistant Secretaries, all of whom shall be elected annually by the Board and who may be peremptorily removed by a majority vote of the Directors at any meeting. The Board may from time to time elect other Officers and designate appropriate powers and duties to them. Officers need not be Members.

5.1 President. The President shall be the chief executive Officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association. The President shall be a Member of the Board.

5.2 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors of

the President.

5.3 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be prescribed by the Directors or the President.

5.4 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall prepare and submit an annual report and such other treasurer's reports as are required by the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer of an association and as may be prescribed by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

5.5 Compensation. No Officer shall receive compensation for serving in such capacity; provided, however, this shall not be construed to preclude an Officer from serving the Association (other than as a Director) and receiving compensation therefor. The compensation of all employees of the Association shall be fixed and approved by the Board of Directors.

5.6 Resignations. Any Officer may resign at any time, by sending written notice of such resignation to the President or Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the President or Secretary. The acceptance of a resignation shall not be required to make it effective.

## ARTICLE VI FISCAL MANAGEMENT: COMMON EXPENSES

6.0 The provisions for fiscal management of the Association set forth in Articles III of the Declaration shall be supplemented by the following provisions:

6.1 Budget. The Board of Directors shall from time to time and at least annually, prepare a budget for the Association, determine the amount of Assessments payable by the Members to meet the Common Expenses of the Association, and allocate and assess such expenses among the Members in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. The purposes of such accounts shall include, but not be limited to, periodic maintenance, repair, improvements to and replacement of the Common Property and all other property which the Association is obligated to maintain. The budget shall be adopted upon a majority vote of the Directors present at a meeting of the Board at which a quorum is attained. Each member will be provided with a copy of the budget or notice that the budget is available upon request at no charge.

6.2 Assessments. Funds for the payment of Common Expenses shall be assessed against the Members in the proportions or percentages provided in the Declaration. For each year thereafter, the Association shall fix the amount and the due date of the annual assessment. Initially, annual Assessments

shall be payable in one annual installment. The Board shall notify the Owners of each Lot of the amount and the date which the Assessments are payable and the place of payment of Annual Assessments shall be uniform. The Board may authorize payment of annual assessments on a monthly basis, payable in advance on the first day of each month of the year for which the Assessments are made. If Annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and such Assessments shall continue to be due until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable within thirty (30) days. Special Assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular Assessments, and shall be payable in the manner determined by the Board.

6.3 Depository: Withdrawals. The depository of the Association shall be such financial institution or institutions as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Board. Should the Association employ a management firm or managing agent, and should in the course of such employment said management firm or managing agent be charged with any responsibilities concerning control of any of the funds of the Association, then and in such event, any such agreement with such management firm or managing agent pertaining to the deposit and withdrawal of monies shall supersede the provisions hereof during the term of any such agreement. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors.

6.4 Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors. A copy of any audited report received because of an audit shall be furnished to each Member of the Association not more than thirty (30) days after receipt by the Board.

6.5 Fidelity Bonds: Proviso. Fidelity bonds may be required by the Board from all Directors, Officers, employees, and agents of the Association handling, controlling, disbursing, or otherwise responsible for the Association's funds, and from any contractor handling or responsible for the Association's funds. The amount of such bonds shall be determined by the Directors, in accordance with the provisions of the Declaration.

6.6 Fiscal Year. The fiscal year of the Association shall begin on the first day of January of each year; provided, however, the Board of Directors, in its sole discretion, is expressly authorized to adopt a different fiscal year.

6.7 Acceleration of Payment of Installments of Assessments. If a Member shall be in default in the payment of an installment upon any Assessment, the Board may accelerate the remaining installments for the fiscal year upon notice thereof to the Member and, thereupon, the unpaid balance of the Assessment shall become due upon the date stated in the notice, but not less than ten (10) days after the delivery of or the mailing of such notice to the Lot Owner.

6.8 Accounting Records and Report. The Association shall maintain accounting records in the State of Florida, according to the generally accepted accounting practices, consistently applied. The records shall be open to inspection by Members of the Association and Institutional Mortgagees or their representatives duly authorized in writing at reasonable times. The Association must prepare an annual financial report within 60 days after the close of the fiscal year. All members must be provided with a



copy or a notice that a copy of the budget is available upon request at no charge.

6.9 Application of Payment. All payments made by a Member shall be applied as provided in these By-Laws and in the Declaration or as otherwise determined by the Board.

6.10 Violation by Member: Remedies. In the event of a violation (other than the nonpayment of an Assessment) by a Member of any of the provisions of the Declaration, the Articles, these By-Laws, or any Rules and Regulations adopted pursuant to the same, as the same may be amended or added to from time to time, the Association by direction of its Board, may notify the Member by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of fifteen (15) days from the date of the notice, the Association, through its Board, shall have the right to treat such violation as an intentional, inexcusable, and material breach of the Declaration, Articles, these By-Laws, or the Rules and Regulations, and the Association may then pursue any remedy available. The Association may levy a fine in an amount not to exceed \$50.00 per occurrence for each violation. Upon finding by a court of record that the violation complained of has occurred, the offending Member shall reimburse the Association for its reasonable attorneys' fees and court costs incurred in bringing such action. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Member as a specific item, which shall be a lien against said Lot with the same force and effect as if the charge was a part of the Common Expenses attributable to such Member.

6.11 Liability of Lot Owners. All Members shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness or by that of any Member of his family, or his or their guests, invitees, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by such act, neglect, or carelessness. Nothing herein contained, however, shall be construed to modify any waiver by insurance companies of rights of subrogation. The expense of any maintenance, repair, or replacement required, as provided herein, shall be charged to said Member as a specific item, which shall be a lien against said Lot with the same force and effect as if the charge was a part of the Common Expenses attributable to such Member.

6.12 No Waiver. The failure of the Association or of a Member to enforce any right, provision, covenant or condition, which may be granted by any of the provisions of any of the Articles, Declaration or in these By-Laws, as amended, shall not constitute a waiver of the right of the Association or Member to enforce such right, provision, covenant, or condition in the future.

6.13 Acquisition of Lots. At any foreclosure sale of a Lot the Board may acquire in the name of the Association, or its designee, the Lot being foreclosed. The term "foreclosure", as used in this Section, shall mean and include, but not be limited to, any foreclosure of any lien, including a lien for Assessments. The power of the Board to acquire a Lot at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the Board or of the Association to do so at any foreclosure sale - the provisions hereof being permissive in nature and for setting forth the powers of the Board.

6.14 Default in Payment of any Assessments: Lien. In the event of a default by a Member in the payment of any Assessment, the Association shall have all rights and remedies as set forth in the Declaration and in addition, all rights and remedies as provided by law. The liability of the Member shall include liability for a late charge to be determined by the Board, reasonable attorneys' fees, and for court costs incurred by the Association incident to the collection of such Assessment or the enforcement of its lien. If the Association elects to enforce its lien by foreclosure, the Member shall be required to pay a

reasonable rental for the Lot, pendent lite, to be fixed by the Board, and the Association shall be entitled to the appointment of a receiver to collect same. Nothing herein contained shall be construed to limit the rights of the Association as provided for in the Declaration, Articles or otherwise in these By-Laws, as amended.

6.15 Tax Election. The Association shall, through officers designated by the Board of Directors, file the necessary annual election to become a "homeowner's association" as defined in the Internal Revenue Code of 1986, Section 528, or similar provisions of corresponding law subsequently enacted, exempt from income tax as therein provided. The Association shall be operated at all times to maintain its eligibility for tax-exempt status.

## ARTICLE VII ROSTER OF MEMBERS

7.0 Each Member shall file with the Association a copy of the deed or other documents evidencing his ownership. The Association shall keep a membership book containing the name and address of each member. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above: Only Members of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote *at* such meeting, unless prior to such meeting other Member shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

## ARTICLE VIII PARLIAMENTARY RULES, ROBERTS RULES OF ORDER

8.0 Parliamentary Rules, Roberts Rules of Order (latest edition) shall govern the conduct of the Association proceedings when not in conflict with the Articles, Declaration, By-Laws of this Association, as amended or the laws of the State of Florida.

## ARTICLE IX AMENDMENTS TO BY-LAWS

~~9.0~~ These By-Laws may be altered, amended, or rescinded only ~~in the following manner:~~ by initiating

~~9.1 — At any time, the Developer's designees constitute a majority of the Board's Directors, the By Laws may be amended only by the majority vote of the Board of Directors.~~

~~9.2 — At any time the Developer's designees do not constitute a majority of the Board's~~ Directors, a resolution adopting a proposed amendment to these By-Laws may be proposed by either the Board of Directors, or by fifty (50% ) percent or more of the Members, whether meeting as Members or by instrument in writing signed by them Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Association or other Officer of the Association in the absence of the President, who shall thereupon call a special meeting of the Members of the Association for a date not sooner than twenty (20) days nor later than ninety (90) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each Member written or

printed notice of such special meeting, stating the time and place thereof, and describing or reciting the proposed amendment or amendments which notice shall be mailed not less than fourteen (14) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the Member at his post office address as it appears on the records of the Association, the postage therein being prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. At such meeting, the amendment or amendments proposed must be approved by not less than a majority of the total membership, not a majority of the Members after a quorum is reached, in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted. Thereafter, a copy of said amendment or amendments shall be delivered to all Members but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any Member is not in attendance at such meeting or represented there by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting, will be counted.

9.1 No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration.

~~9.3 — So long as the Corporation has a Class B membership, the FHA / VA shall be empowered to veto the adoption of any amendments to these By Laws. All amendments approved as set forth above, shall be forwarded to the FHA / VA which shall be given thirty (30) days within which to exercise its veto rights. Failure of the FHA / VA to deliver a written veto to the office of the Corporation within said thirty (30) days shall be deemed a waiver of its veto rights.~~

~~9.4 — Notwithstanding anything to the contrary hereinabove set forth, no amendment of these By Laws which shall abridge, modify, eliminate, prejudice, limit, amend, or alter the rights of the Developer as set forth in the Declaration may be adopted or become effective without the prior written consent of the Developer. No amendment shall be made that is in conflict with the Articles of incorporation or the Declaration.~~

ARTICLE X  
INDEMNIFICATION

10.0 The Directors and Officers of the Association shall be indemnified by the Association pursuant to the indemnification provisions of Article XII of the Articles of Incorporation, which by this reference are incorporated herein and made a part hereof.

ARTICLE XI  
RULES AND REGULATIONS

11.0 As to Common Property. The Board may, from time to time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management, and control of the Common Property and any facilities or services made available to the Members.

11.1 As to Lots. To the extent permitted by law, the Board of Directors may, from time to time

adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Lots, provided, however, that copies of such Rules and Regulations are furnished to each Member prior to the time the same become effective.

~~11.2 Rights of Developer. Notwithstanding anything to the contrary hereinabove set forth, no rule or regulation may be adopted which would abridge, modify, eliminate, prejudice, limit, amend or alter the rights reserved to the Developer in the Declaration, Articles of Incorporation, these By-Laws, or Rules and Regulations.~~

ARTICLE XII  
CONSTRUCTION

12.0 Gender. Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine, or neuter, singular or plural, wherever the context so requires.

12.1 Severability. Should any of the provisions contained herein (or portion thereof) be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

ARTICLE XIII  
CONFLICT

13.0. Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws and the Declaration or Article of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail.

ARTICLE XIV  
CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these By-laws or the intent of any provisions hereof.

The foregoing were adopted as the ~~By-Laws~~ of WINDSOR ESTATES HOMEOWNERS ASSOCIATION, INC., a corporation not for profit established under the laws of the State of Florida, [at a meeting of the Membership held on February 20, 2018.](#)

WINDSOR ESTATES  
HOMEOWNERS ASSOCIATION, INC.

By: \_\_\_\_\_

President

ATTEST: \_\_\_\_\_

Secretary