

DECLARATION OF COVENANTS AND NOTICE OF RESTRICTIONS  
ON REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS:

4194336 ORANGE CO. FL.  
08/27/92 03:22:59pm

WHEREAS, WINDSOR PLACE, INC., a Florida Corporation, hereinafter referred to as "Developer", being the owner of the land in the County of orange and State of Florida, described as:

WINDSOR PLACE, PHASE I, according to the plat thereof  
recorded in Plat Book 30, Page 28 & 29  
of the Public Records of Orange County, Florida

WHEREAS, the said Developer, desires that all of said property above described, together with property hereafter to be platted as WINDSOR PLACE PHASE II if so designated by the Developer, be subject to like restriction for the mutual benefit and protection of itself and persons, both natural and corporate, who hereafter may purchase or acquire said property or any part thereof, or any interest in said property or any part thereof.

NOW THEREFORE, in consideration of the premises, the said Developer, the owner of all of the real property above described, does hereby declare said real property to be subject to the following restrictions, reservations and conditions, binding upon the said Developer, and upon each and every person, both natural and corporate who or which shall acquire hereinafter said real property or any part thereof or any interest in said property or any part thereof, and the respective heirs, personal representatives, successors and assigns of each and all the foregoing, said restrictions, reservations and conditions being as follows:

1. **Improvements.** No building, wall other improvement shall be erected on any lot of said subdivision until the plans, specifications (including colors) and plot plans of said improvement shall have been approved by the Developer or ARB of WINDSOR PLACE PHASE I or WINDSOR PLACE PHASE II. Two sets of plans and specifications covering contemplated construction are to be submitted to the Developer or ARB for its approval, and no construction work is to be started until the plans and specifications have been approved in writing by said Developer or ARB. After construction is started, it shall be actively continued and shall be completed within (10) ten months, except for matters not within control of the Builder. If Builder anticipates a longer construction time, he shall obtain approval of the Developer or ARB prior to construction. All concrete block construction shall be stuccoed. All filling and grading of lots shall be approved by Developers project engineer or ARB.

2 . **Land Use.** All lots of the above described subdivision shall be used only for residential purposes, except those lots owned by the Association. All restrictions and requirements applying to the property by virtue of the present zoning shall remain unchanged; however, these covenants and restrictions shall prevail unless in violation of any zoning regulation. No temporary building or trailers for living or any purpose shall be permitted on any lot, except for temporary project sales office.

3. **Roofs.** The roofs shall have a minimum pitch of 6/12. All roofs shall be constructed of fiberglass shingles or tile. Any other material must be approved by Developer or ARB.

4. **Dwelling size.** All residences shall provide a minimum finished and air conditioned living area, exclusive of garage and porches, of not less than 1,800 square feet for a home with 3 or fewer bedrooms, nor less than 2,000 square feet for a home with four or more bedrooms.

5. **Garages, Vehicles and Vehicle Storage.** All garages shall be for a minimum of two cars, with a minimum parking depth of 20 feet. No open carports shall be permitted. The parking of commercial vehicles at any time on driveways or otherwise on said premises or on the public streets of said subdivision, is prohibited except for loading and unloading purposes or when parked entirely within a garage permitted to be built under the provisions of these restrictions. (For the purpose of this paragraph "commercial vehicles" shall include trucks, truck-tractors, semi-trailers and commercial trailers; but shall not include any automobile, or such vehicle as may be approved by ARB, provided that such commercial designation is of a minor nature.) Boats, motor homes, travel trailers and similar recreational vehicles shall not be parked or stored outside if they are seven and one-half (7 1/2) feet, or greater, in height; if they are less than 7 1/2 feet in height, the ARB must approve the location, which location may require screening.

Automobiles or other vehicles in disrepair that are unable to move under their own power are not permitted to be parked or stored outside or on the streets of the subdivision.

No vehicle repair work, whether mechanical or otherwise, may be carried on outside or on the streets of the subdivision, with the exception of minor repairs or minor maintenance.

6. **Driveways, sidewalks and Water Meters.** All driveways shall be constructed of concrete. A concrete sidewalk is required on each lot and shall connect with the sidewalks on adjacent properties.

Sidewalks shall be so designed as to avoid the destruction of trees where possible and shall not be required to be straight, provided, however, the sidewalks shall be so designed as to take account of sidewalks on adjacent properties so that the same will connect forming continuous sidewalks. All sidewalk design and water meter locations must be approved by the Developer or ARB and Orange County. The cost of the sidewalks shall be paid by the Builder or owner. After construction, all sidewalks shall be properly maintained by the owner of the lot adjacent to the sidewalk.

7. **Recreational Facilities.** All basketball and similar recreational facilities shall be approved by Developer or ARB as to size, location and etc., prior to installation. No skateboard ramps or similar structures shall be permitted.

8. **Set-Back Requirements.** All buildings shall be constructed to meet the setback requirements of Orange County, Florida.

9. **Nuisances.** No business, noxious or offensive activity shall be carried on upon the property, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. No billboard, outdoor advertising or other display signs shall be constructed, erected, used or placed upon the land, except signs relating to the sale of the property which

signs shall be of a size and form generally used for such advertising. All builders shall keep the area cleared of trash and debris during construction.

**10. Livestock, Poultry and Pets.** No cows, cattle, hogs, poultry or other livestock shall be raised or kept on the property. Domestic animals shall be fenced or on a leash at all times.

**11. Fences and Walls.** No fence or wall shall be constructed to the front of set-back line, except that court-yards as approved by the Developer or ARB will be permitted. Fences on the side lot line shall not exceed six feet in height. Fences on the back lot line shall not exceed six feet in height, unless approved by the ARB. On corner lots, no fence or wall shall be constructed closer to the side street than the wall of the house. No chain link fences shall be permitted except as installed by Developer during construction periods, and all fences of any material shall be approved by the Developer or ARB. All fences shall be properly maintained by the owner.

**12. Landscaping, Sod and Lot Maintenance.** Upon completion of the dwelling, the premises must be immediately landscaped, sodded and sprinkler system installed. Yards must be fully sodded with St. Augustine sod or its variations and irrigated, except for natural areas, areas cleared for home garden and other planned landscaping. Unwooded lots shall have at least two oak trees at least two inches in diameter at one foot above ground level planted in the front yard. Shrubbery,, including hedges, shall not be placed so as to obstruct the vision of motorists. In no event shall height of shrubbery to the front of the house exceed four feet. All landscaping and type of sodding must be approved the ARB.

If construction is not commenced on a lot within six (6) months of closing, the lot owner, at his expense, shall clear and keep the lot clear of all brush, dead wood, weeds and junk.

**13. Utility Easements.** All lots are subject to public utility easements as shown or noted on recorded plat, and/or as set forth in deed and other instruments of record.

**14. Additions and Alterations.** Any addition or alteration of any kind to be made to any structure on the property shall be in general conformity with the original plans and architecture of the original building and shall be approved by the Architectural Review Board.

**15. Antennas.** Television, Short Wave, Citizens Band antennas, and Satellite or other dish antennas or similar type equipment shall not be permitted unless approved by the ARB.

**16. Exterior Clothes Lines.** No exterior clothes lines are permitted.

**17 . Mailboxes.** The Builder shall install the original mailbox and it shall be included in the price of the house. The mailbox type and design must be approved by the Developer or ARB. Each mailbox must be properly maintained by the owner.

**18 . Unit Air Conditioners and Reflective Materials.** No air conditioning units may be mounted through windows or walls unless approved by the ARB. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Architectural Review Board for energy conservation purposes.

19. **Contractors.** All construction of houses shall be performed by a licensed residential building contractor approved by the Developer or the ARB. If a lot has been sold to an approved contractor, any subsequent purchaser shall be required to comply with this paragraph.

20. **Amendments.** The Developer, its successors or assigns, may not change, amend or modify any of these restrictions without the written approval of the owner or owners of seventy-five percent (75%) of the lots in said subdivision, provided that the Developer shall have the right to amend and modify the restriction as long as it shall own not less than twenty-five (25%) of said lots. These restrictions are to run with the land, and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these restrictions are recorded, after which said restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five percent (75%) of the then owners of the lots (each lot being considered as one owner) has been recorded, agreeing to change said restrictions in whole or in part.

Any restrictions may be altered for individual lots by the mutual consent of the Developer or ARB and a lot owner if restrictions are a hindrance in the building of a home on the particular lot in question. Altered restrictions will conform with the orange County Regulations or any variances granted by the County.

21. **Enforcement.** The enforcement of these restrictions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any of the provisions of the Declaration of Covenants and Notice of Restrictions, either to restrain violations or to recover damages, and may be brought by the Developer, or its successors, or by the owner of any of the property covered by these restrictions.

22. **Severability.** Invalidation of any or one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions which remain in full force and effect.

23. **Homeowners Association.** The Developer shall establish a corporation to be known as Windsor Place Homeowners Association, Inc. and upon formation of the Windsor Place Homeowners Association, Inc. and the recording of the Articles of Incorporation and the By Laws in the Public Records of orange County, Florida, each of the rights of the Developer here in will be deemed to be assigned to the Homeowner's Association and the said Homeowner's Association shall have the right to administer and enforce the provisions of these Declarations of Covenants and Restrictions as the same now exists or may hereafter from time to time be amended.

24. **Association Responsibility.** The Homeowner's Association shall specifically have the right and responsibility of maintaining the entrance features, including the wall, landscaping, irrigation and well.

25. **Authority or Consent of Association.** Any authority or consent required by the Developer or the successor Homeowner's Association under these restrictions will be waived if the Developer or the Homeowner's Association fails to respond to a written request within thirty (30) days of submission of the request to it, provided, however, that all construction on or use of the lots shall conform to and be in harmony with existing structures in the subdivision.

26. **Retention Area and Surface Water Management System.** Tracts A as shown in the Plat of Windsor Place Phase I is a retention area and is dedicated to Orange County; however the Association may provide a supplemental program for maintenance of this area.

27. **Membership.** Each lot owner shall be a member of the Windsor Place Homeowner's Association, Inc. (herein referred to as "Association") and the following additional covenants and restrictions shall apply to all of the property as described on the plat filed in the Public Records of Orange County, Florida known as Windsor Place.

A. **Assessments.** Each owner of any lot, by acceptance of a deed therefor, covenants and agrees to pay to the Association assessments or charges which may be levied by the Association pursuant to the Articles of Incorporation and By-Laws, including annual assessments and special assessments, together with such interest thereon and cost of collection as hereafter provided which shall be a charge on the land shall be a continuing lien on the property against which such assessment is made: Each such assessment, together with such interest thereon and cost of collection thereof as is hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The assessments levied by the Association shall be used exclusively for the purpose of promoting the objectives of, the Association in connection with the safety and welfare of the residents of the subdivision and which, in the judgment of the Association, may be of general benefit to the owners or occupants of land included within the subdivision; such purpose may include, but not be limited to, maintenance and improvement of common properties; supplemental maintenance for Tract A at the option of the Association providing security services; maintenance and beautification of the entrance features including the wall, landscaping, irrigation and well; repair and replacement of signs not maintained by government authorities; and such other action as may preserve or enhance the value of the properties in the subdivision. If any assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with interest thereon, and cost of collection, including attorney's fees become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any institutional or first mortgage now or hereafter placed on the property subject to assessment. The subordination shall not release such property from liability for any assessments now hereafter due and payable.

B. **Membership Fees and Annual Assessments.** Membership fees shall be as established by the By-Laws of the association. A one-time entry fee of \$200.00 shall be paid to the Association and thereafter annual assessments; the annual assessment until December 31, 1993 shall be \$120.00 per lot. There shall be no entry fee or annual assessment against lots owned by the Developer. The entry fee shall not be due from an approved builder/contractor within the subdivision until sale, occupancy or rental by the approved builder/contractor.

C. **Transfer Fee.** Any owner shall receive from the Association, upon demand and payment of a reasonable transfer fee set by the association (the initial fee being \$50.00), a certificate in recordable form certifying the status of assessments. Said fee shall further entitle a new owner to proper registration and membership upon receipt of a recorded deed. No change of registration shall be accomplished on the records of Association until said fee has been fully paid.

D. **Exterior Maintenance.** The Association shall have the right to provide exterior maintenance upon any vacant lots or upon the improvements thereon, subject, however, to the following provisions. Prior to performing any maintenance on a vacant lot or home, the Association shall determine that the property is in need of repair or maintenance and is distracting from the over-all appearance of the property. Prior to the commencement of any maintenance work on the lot, the Association must furnish thirty (30) days prior written notice to the owner at the last address listed in the Association record for said owner, notifying the owner unless certain specified repairs or maintenance are made, within the thirty day period, that the Associations shall make such necessary repairs and charge the same to owner. Upon

failure of the owner to act within said period of time, the Association shall have the right to enter in or upon such lot or to hire personnel to do so to make such necessary repairs or maintenance as is specified in the above written notice. In this connection the Association shall have the right to paint, repair, replace and care for roofs, gutters, down spouts, exterior building services, trees, shrubs, grass, walks and other exterior improvements. The cost of such exterior maintenance shall be assessed against the lot owner upon which such maintenance is done and shall be added to and become a part of the annual maintenance assessment or charge to which the lot is subject under the provisions of this Declaration and as a part of such annual assessment or charge, it shall be a lien and obligation upon the owner and shall become due and payable in all respects as provided herein above. When establishing the annual assessment against each lot, the Board of Directors may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter make such adjustment with the owner as is necessary to reflect such actual cost thereof.

**E. Easement for Installation and Maintenance of Utilities and Drainage Facilities.** Easements are reserved as shown on the recorded plat, or as heretofore granted by the Developer and at this time a part of the Public Records of Orange County, Florida. Within these easements, no structure, planting or other materials 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 or flow of drainage channels in the easements, or which may obstruct or retard the flood water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

**F. Duties of the Board of Directors.** The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot subject to the Association's jurisdiction for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto thirty (30) days prior to payment of the first installment thereof, except as to emergency assessments. In the event no such notice of a change in the assessment for a new assessment period is given, the amount payable shall continue to be the same amount payable for the previous period, until changed in the manner provided for herein.

The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of the Developer) for management services. The Association shall have all other powers provided in this Articles of Incorporation and By-Laws.

**G. Architectural Review Board (ARB).** An Architectural Review Board shall be appointed by the Board of Directors as a committee thereof, which Board shall consist of not less than three persons. The Architectural Review Board shall have the authority from time to time to recommend to the Board of Directors additional residential restrictions or modifications regarding such matters as for sale signs, temporary structures, nuisances, garbage disposal, vehicles and repair, removal of trees, swimming pools, television antennas, and other restrictions as it shall deem appropriate and reasonable. Once the ARB recommends certain restrictions or modifications to the Board of Directors, the Board of Directors shall act upon the recommendation and if approved, cause the same to be recorded in the Public Records of Orange

County, Florida. Upon recording, the same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until otherwise modified. The Board of Directors shall also have the authority to release any parcel from any part of the covenants and restrictions which have been violated, should it be determined that such violation was of a minor or insubstantial nature. The Developer shall have the right to appoint a majority of the ARB as long as Developer owns not less than 10% of the lots, but not later than one year after it does not have controlling interest in the Home Owner's Association; and; until such time as the Developer appoints the majority of the ARB the Board shall adopt the recommendations of the ARB.

**28. Amendment by the Developer.** For such time as the Developer shall own not less than twenty five percent (25%) of the lots, the Developer reserves and shall have the sole right to amend these covenants and restrictions as to any individual lot and to include in any contract or deed or other instrument hereafter made, any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained and to release any building lot from any part of the covenants which have been violated if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

**29. Enforceability.** The failure of the Developer, or the Association to enforce any covenant or restriction herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto. In the enforcement of any right hereunder, the Developer, the Association, and the ARB, or any owner, shall be entitled to recover against the offending owner reasonable attorney's fees, whether suit be brought or not. Any matter which results in a lien arising in favor of the Association shall be enforced as follows: A written notice of intent to collect a lien shall be mailed to the owner, by certified mail, at least twenty (20) days in advance of subsequent steps hereunder. Not less than twenty (20) days after mailing notice of intent to collect lien, a Notice of Lien specifying the nature, amount, owner and legal description of the pertinent lot shall be recorded in the Public Records of Orange County Florida. A copy of such recorded Notice of Lien shall be mailed to the owner, with demand for payment of same with interest at the highest rate allowed by law at the time of recording, recording costs and any fees incurred in preparation of recording the same. If payment in full is not received by the Association within twenty (20) days of mailing the recorded lien, the Association may proceed to foreclose said lien as if the same constituted a mortgage, such lien to include all cost of such foreclosure, including reasonable attorney's fees.

**30. Notices.** Any notice required to be sent to any member or owner under the provisions of these declarations shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as a member or owner on the records of the Association at the time of such mailing.

**31. Captions and Paragraph Headings.** Captions and paragraph headings contained in this Declaration are for convenience and reference only and in no way define, describe, extend or limit the scope or content of the Declaration nor the intent of any of particular provisions hereof.

32. **Number and Gender.** Whenever used herein, a singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders, as the context requires.

33. **Developer intends to develop property adjacent to WINDSOR PLACE PHASE I with such property to be described as WINDSOR PLACE PHASE II.** At the time of platting of WINDSOR PLACE PHASE II a short form Declaration of Covenants and Notice of Restrictions on Real Estate which refers to these Restrictions and incorporates them by reference, together with any amendments, shall be sufficient to impose upon WINDSOR PLACE PHASE II each of the covenants and restrictions contained herein, and it shall not be necessary for these covenants and restrictions or any amendment to be re-recorded.


IN WITNESS WHEREOF, the undersigned Developer has caused these present to be executed as of the 14th day of July, 1992.

Signed, sealed and delivered in the presence of:

WINDSOR PLACE, INC

  
KEVIN WALSH

By:  
Its President

  
FRANK MARSHALL





