

This Instrument Prepared By and Return to:
Angela J. Stanley, Esquire
115 Granada Court
Orlando, FL 32803
Phone 407.705.2722

AMENDED AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
WHISPERING WINDS

Whispering Winds Homeowners Association, Inc., a Florida corporation, not for profit, hereinafter called "Association," on and behalf of itself and its successors, grantees, and assigns, hereby makes this Amended and Restated Declaration of Covenants and Restrictions for Whispering Winds:

WHEREAS, the Amended and Restated Declaration supersedes the original Declaration and Notice of Restrictions on Real Estate recorded in Official Records Book 2258, Page 1356 of the Public Records of Seminole County, Florida, and all amendments to said original Declaration.

WHEREAS, Article VIII, Section 2 of the Declaration provides that the covenants, conditions and restrictions of the Declaration may be amended by an instrument approved by persons or entities able to exercise a majority of the voting power of the Association members, provided that at least fifty one percent (51%) of the membership is represented.

WHEREAS, the Association through the below signed officer certifies that at a duly called meeting on November 24, 2020 at 6 pm, in accordance with the requirements of the applicable Florida Statutes and the governing documents of the Association, this Amended and Restated Declaration of Covenants and Restrictions for Whispering Winds was duly adopted by over fifty one percent (51%) of the membership.

WHEREAS, in order to modify, supplement, amend and correct the prior Declaration the members to the Association and the Association, pursuant to the authority provided to the Association under the Prior Declaration, hereby amends and restates the prior Declaration by substituting this Declaration therefore.

WHEREAS, the purpose of this Declaration is to establish the various use and maintenance requirements and restrictions applicable to the Subject Property (as hereinafter defined) in order to protect and preserve the value of the Subject Property which form the Community.

WHEREAS, this Declaration establishes an Association that will own, operate, and/or maintain the Common Areas (as defined hereinafter); that may operate and/or maintain certain Common Use Areas; that will have the right to enforce the provisions of this Declaration; and that will be given various other rights and responsibilities hereunder.

WHEREAS, the expenses of the Association will be shared by the members of the Association in the manner hereinafter described.

NOW, THEREFORE, Whispering Winds Homeowners Association, Inc., and the members to the Association hereby declare that the Subject Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth in this Declaration, all of which are created in the best interest of the Owners of the Subject Property and Members of the Association and all of which shall run with the Subject Property and shall be binding upon all persons having and/or acquiring any right, title or interest in and to the Subject Property or any portion thereof, and shall insure to the benefit of each and every person, from time to time, owning or holding an interest in the Subject Property or any portion thereof.

ARTICLE I
DEFINITIONS

The terms herein have the meanings stated in Florida Statutes Chapter 720 and as follows unless the context otherwise requires:

- A. **ASSESSMENT:** The share of the funds required for the payment of common expenses that is assessed against a Lot/Dwelling from time to time.
- B. **ASSOCIATION:** The name of the Homeowners Association is "Whispering Winds Homeowners Association, Inc." This Association is incorporated as a not for profit Florida corporation. Whispering Winds is a not for profit Florida corporation; the corporation responsible for the operation of the Homeowners Association and common areas.
- C. **ASSOCIATION PROPERTY:** All real or personal property owned or leased by the Association.
- D. **BOARD OF DIRECTORS or DIRECTORS or BOARD:** The board of directors responsible for the administration of the Association.
- E. **CHARGE or SPECIAL CHARGE:** The obligation of a unit owner to pay or reimburse money to the Association that cannot be secured as an assessment under F.S. Chapter 720, but that will, if the charge is not paid, give rise to a cause of action against the unit owner under this Declaration.
- F. **COMMON AREA:** Common Area shall mean all real property, or interests therein, including improvements thereon, owned by the Association for the common use and enjoyment of Owners.
- G. **LOT:** Lot shall mean and refer to any plot or land shown upon any recorded subdivision map of the Properties, or any portion thereof, which the exception of the Common Areas.
- H. **MEMBER:** Member shall mean and refer to all those Owners who are members of the Homeowners Association as provided within this Declaration.

- I. **OWNER:** Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, which is part of the Properties, including contract sellers, but excluding those having interest merely as security for the performance of an obligation.
- J. **COUNTY:** means Seminole County, Florida.
- K. **DECLARATION:** means this instrument, as it may be amended from time to time.
- L. **RULES AND REGULATIONS:** The Rules and Regulations that the Board is hereby authorized to adopt affecting the operation of the Association, the use of the Common Elements, Association Property, and the Units. The Rules and Regulations may be amended from time to time by a vote of the Board of Directors.

ARTICLE II PROPERTY RIGHTS

- 1. **Owner's Easements of Enjoyment.** Every Owner shall have a right of 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 suspend the voting rights of and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
 - b. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided, however, no such dedication or transfer shall be effective unless an instrument signed by fifty-one percent (51%) of each class of Members agreeing to such dedication or transfer has been recorded.
- 2. **Owner's Use of Lot.** Use of Lots shall be limited to single family residential dwellings.
- 3. **Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws, his right to enjoyment of the Common Area and facilities to the members of his family, his guests, his tenants, or contract purchasers who reside on the premises.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

2. Members shall be all Owners and shall be entitled to one (1) vote for each Lot owned. 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, including fractional shares of each one vote, but in no event shall more than a total of one full vote be cast with respect to any Lot.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

1. Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments coming due while he is the Owner. Additionally, an Owner shall be jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of the conveyance, together with interest, late fees, and attorneys' fees and costs incurred by the Association incident to the collection of Assessments, without prejudice to any right such Owner may have to recover from the previous Owner the amounts paid by such Owner. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Property/Lot for which Assessments are made or otherwise.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation; health, safety, and welfare of the residents of the Properties, including specifically, but not by way of limitation, improvement, maintenance,, and operation of the Common Area, the brick wall constructed on a portion of the perimeter of the subdivision, subdivision lights and light fixtures (other than those included within any Lighting District), the lands and landscape easements adjacent to the entranceway road which are not part of the Lots together with construction thereon, and drainage areas which benefit the Properties, and subdivision signs.

3. Assessment Allocation. Assessments shall be levied as to each Lot as hereinafter set forth.

4. Maximum Annual Assessment. Until December 31, 1986, the maximum annual assessment each Lot owner (not Developer), payable quarterly, shall be \$350.

a. From and after December 31, 1986, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

b. From and after December 31, 1986, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

c. The Board of Directors may -fix the annual assessment at an amount not in excess of the maximum.

5. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have been approved by majority vote of each that class of members who are voting person or by proxy at an Association meeting duly called for this purpose.

6. Notice and Quorum of Action Authorized Under Sections 4 or 5. Written notice of any meeting called for the purposed of taking any-action authorized under sections 4 or 5 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members of proxies entitled to cast two-thirds (2/3) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-third (1/3) of all votes. No such subsequent meeting shall be held more than sixty days following the preceding meeting.

7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots within each class of membership.

9. Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments coming due while he is the Owner. Additionally, an Owner shall be jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of the conveyance, together with interest, late fees, and attorneys' fees and costs incurred by the Association incident to the collection of Assessments, without prejudice to any right such Owner may have to recover from the previous Owner the amounts paid by such Owner. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Property/Lot for which Assessments are made or otherwise.

10. Application of Payments; Failure to Pay; Interest.

(a) Assessments and installments on Assessments not paid within 30 days from the date when they are due shall bear interest at the rate established from time to time by the Board of Directors from due date until paid (provided, however, that no such rate shall exceed the maximum allowed by law). In the event the Board has not established such rate, the interest rate shall be 18% per annum or the maximum amount allowed by law, whichever is less. Each delinquent payment shall be subject to an administrative late fee in an amount not to exceed the maximum amount allowed by law. Any payments received by the Association from a delinquent Owner shall be applied first to any interest accrued as provided above, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection as aforesaid, and then to the delinquent Assessment. The foregoing application of funds received shall be applicable despite any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

(b) If an Owner is delinquent for more than 90 days in paying any monetary obligation due to the Association, the Association may suspend the Owner's right to use common elements, common facilities, or any other Association Property until the monetary obligation is paid, except for Common Elements that must be used to access the Parcel/Lot. Any such suspension must be imposed at a properly noticed Board meeting, and after the imposition of such suspension, the Association must notify the Owner and, if applicable, the Occupant, Guest, licensee, or invitee by mail or hand delivery.

(c) The Association may also suspend the voting rights of a member due to nonpayment of any monetary obligation due to the Association, which is more than 90 days delinquent. The suspension ends upon full payment of all obligations currently due or overdue to the Association.

(d) If the Unit is occupied by a tenant and the Unit Owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand in accordance with Florida Statute Chapter 720 that the tenant pay the future monetary obligations related to the Parcel/Lot to the Association, and the tenant must make such payment and continue to make such payments until all monetary obligations of the Owner related to the Unit have been paid in full to the Association.

11. Liens. The Association has a lien on each Parcel securing payment of past due Assessments, including interest and attorneys' fees and costs incurred by the Association incident to the collection of Assessments or enforcement of the lien, whether before, during, or after a lien foreclosure suit. Except as otherwise provided by Florida Statutes Chapter 720, the lien is effective from and shall related back to the recording of the original Declaration of Covenants and Restrictions. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the Public Records of the County. The claim of lien must state the description of the Parcel, the name of the record Owner, the amount due, the name and address of the Association, and the due dates. The lien is in effect until barred by law. The claim of lien secures all unpaid Assessments that are due and that may accrue after the claim of lien is recorded and through the entry of a final judgment, as well as interest to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien.

12. Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid Assessments in the manner provided by Florida law, and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any lien rights.

13. Appointment of Receiver to Collect. If the Owner remains in possession of the Parcel/Lot after a foreclosure judgment has been entered, the court, in its discretion, may require the Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent, the expenses of such receiver to be paid by the party that does not prevail in the foreclosure action.

14. Subordination of Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. Sale or transfer of any Lot shall not affect the 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, and payments for outstanding assessments shall be made pursuant to Florida law. No sale or transfer shall relieve such Lot from the liability for any assessments thereafter becoming due or from the lien thereof.

15. Installments. General Assessments shall be collected twice a year, on January 1 and July 1.

16. Duty to Enforce. It shall be the legal duty and responsibility of the Homeowners Association to enforce payments of the assessments hereunder.

17. Lot and Exterior Maintenance. In the event an Owner of any Lot fails to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds vote of the Board of Directors, and thirty days written notice to the Owner, shall have the right, through its agents and employees, to enter upon said parcel and to repair, clear, trim, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject, which shall be due and payable thirty days from the date said assessment is made. If said assessment is not paid when due and payable, interest shall be charged by the Association at the highest rate permitted by Florida law.

18. Trust Funds. The portion of all regular assessments collected by the Homeowners Association for reserves for future expenses, and the entire amount of all special assessments, shall be held by the Association in trust for the owners of all Lots, as their interests may appear.

ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected, placed, or maintained on any Lot, nor shall any exterior change or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of same and plot plan have been submitted to and approved in writing as to harmony of external design in relation to surrounding structures and topography by the Architectural Review committee. It is specifically required that at the time building plans are presented for there shall be included a landscaping plan which shall delineate the location and type of each plant, tree, or other type of foliage and describe the height and general characteristics of each, said plans to include specifications for St. Augustine sod or its equivalent. Bahia sod or seed will definitely not be approved. An underground sprinkler system will also be required. Final approval of plans as required by this Article will not be deemed to be complete until such landscaping is satisfactorily installed and inspected by the Architectural Review Committee. Any approval of building plans without the submission or approval of a landscaping plan shall not be deemed a waiver of the requirements of this Article regarding approval of and inspection of landscaping. Developer specifically discloses that building and landscaping plans that the Architectural Review committee determines, in its sole discretion, are not compatible in style, design, and quality, or which duplicate or are similar in style and/or design to plans previously approved, may be disapproved. In the event the said Architectural Review Committee

fails to approve or disapprove such building and landscaping plans and specifications within thirty (30) days after the same have been submitted to it, such approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI
GENERAL RESTRICTIONS

1. **Land Use and Building Type.** Each Lot shall be used as a single-family residence only, except as may be otherwise herein expressly provided. No structures shall be erected, placed, or permitted to remain on any Lot other than one detached, single-family dwelling having a minimum living area of 2,450 square feet, a private enclosed garage for not less than two nor more than four cars, and a storage or tool room attached to the ground floor of such garage. Sheds are also permitted with approval if they cannot be seen from the front of the home. None of the foregoing dwellings shall exceed two and one-half stories in height. No garage may later be used for living area without construction of the garages as specified above to replace that which is converted to living area. All dwellings must face to the front of the Lot, except in the case of corner Lots, in which instances the dwelling may face toward either street.

2. **Commercial Use.** No trade or business of any kind may be conducted in or from a Lot/Parcel or any portion or portions of the Community, except that the Owner or Occupant residing in a Parcel may conduct ancillary business activities within the dwelling so long as:

- a. the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the dwelling (including, but not limited to, signs identifying the business shall not be seen from outside the Unit, the business use shall conform to all noise ordinances and all noise and nuisance requirements of this Declaration, if any);
- b. the business activity does not involve visitation of the dwelling by employees, clients, customers, suppliers, or other business invitees in greater volume than would normally be expected for Guest Visitation to a residential dwelling without business activity;
- c. the business activity does not increase traffic in the Community in excess of what would normally be expected for residential dwellings in the Community without business activity (other than be a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services, and other such similar delivery services);
- d. the business activity and all parties related to the business activity comply with all vehicle and parking requirements and prohibitions set forth in this Declaration;
- e. the business activity is legal and conforms to all zoning requirements for the Community;

- f. the business activity does not require the Association to obtain insurance coverage, increase the insurance premium paid by the Association, or otherwise negatively affect the Association's ability to obtain insurance coverage;
- g. the business activity is consistent with the residential character of the Community and does not constitute a nuisance, hazardous, or offensive use, or threaten the security or safety of other residents in the Community, as determined in Board of Director's discretion; and
- h. the business activity does not result in a materially greater use of Common Areas, facilities, or Association services.

3. Roofs. Flat, built-up roofs shall be permitted only over Florida rooms; porches or patios at the rear of the residence. All other roofs shall be pitched and composed of tile, asphalt shingle (must be designer shingles), cedar shake shingle, slate construction, or special roofing approved by the Architectural Review Committee. All pitched roofs shall be a minimum of a 6/12 pitch and all fascia board shall be a minimum of 8" wide, unless otherwise approved by the Architectural Review Committee.

4. Garage and Driveways. No carports shall be permitted, In addition to the requirements stated in Section 1 above, all garages must comply with the following requirements: they must have a minimum width of twenty-two (22') feet and they must have either a single overhead door with a minimum width of sixteen (16') feet, or two, three, or four individual overhead doors, each with a minimum of eight (8') feet in width. In addition, a service door must be provided, facing either the side or rear of the Lot. All dwellings shall be served with a paved driveway of concrete at least eighteen (18') feet in width at the road and at the entrance of the garage. No driveway may be nearer than one foot to a side Lot line, and the area between the driveway and the property line must be sodded or landscaped. All garages must face the side of the Lot, except for situations when an addition is added to the existing garage. Any change in garage placement with an addition shall be at the discretion of the Association.

5. Dwelling Quality. Each dwelling living area shall have finished walls, ceiling, and floor and shall be insulated and centrally heated. An air conditioning system is optional; provided, however, if this option is exercised, said air conditioning shall be by a central system. The floor space within the garage, a breezeway, a porch, or an unfinished storage or utility room shall not be included within the living area for the purpose of determining the minimum allowable area. All exterior exposed concrete block must be stuccoed, color-creted or covered with brick, stone, or wood, except where special decorative blocks may be permitted by the Architectural Review committee. Within seven days from completion of the residence, the Lot must be sodded from the rear house line to the curb, and the front and sides must be landscaped. No outbuildings including, but not limited to, tool sheds and storage sheds shall be permitted without the express written approval of the Architectural Review Committee.

6. Building Location.
a. Front yards shall be not less than fifty (50') feet in depth measured from the front property line to the front of any structure.

b. Rear yards shall be not less than thirty (30') in depth measured from the rear property line to the rear of any building structure, exclusive of pool or patio.

c. Side yards shall be provided on each side of every dwelling structure of not less than ten (10') feet from side Lot lines, except on a corner Lot, where setbacks from all streets or roads shall be a minimum of fifty (50') feet on any side of a dwelling facing a street or road.

7. Common Area. The Common Area, including the landscape easement areas, any and all drainage easements and the wall area, are for the benefit and well-being of the Owners and shall be retained and maintained at the direction of the Homeowner's Association. The Board of Directors for the Association shall publish rules and regulations pertaining to the uses, functions, and activities for said areas.

8. Signs. No sign of any kind shall be displayed to public view on any Lot except one professional sign of the builder or contractor and one "For Sale" or "Open House" sign. In any event, no sign shall be larger than six (6) square feet. No banners, flyers, etc. are allowed.

9. Game and Play Structures. All basketball backboards and any other fixed game and play structures shall be located at the rear of the dwelling, or on the inside portion of corner Lots within the setback lines. Tree houses or platforms of a like kind or nature will not be constructed on any part of the Lot.

10. Fences. No fence or fence walls shall be constructed, erected or maintained on or around any portion of a Lot that is in front of the front setback line of the dwelling. On corner Lots, the building shall be deemed to have two front Lot lines for the purposes of this section only.

No fence shall be erected on any Lot unless the materials and color are in accordance with such standards as may be adopted by the Architectural Review Committee and the location and dimensions thereof are approved by the Architectural Review Committee. No fence or fence wall shall exceed a height of six (6) feet, nor shall any material used in the construction of said fence consist of any type other than Wood, PVC, Vinyl or other material acceptable to the Architectural Review Committee. Should a wooden type privacy fence be approved by the Architectural Review Committee for installation, after installation and a ninety (90) day cure/drying period the fence is to be treated, at the expense of the homeowner, with a staining sealant on all exterior surfaces of the fence and this will be maintained and re-treated for appearance no less frequent than once every two (2) years. The brand, type and color specified for this sealant shall be approved by the Architectural Review Committee. No chain link or barb-wire fences shall be installed on any Lot under any circumstances.

On those Lots of the subdivision which abut or are adjacent to the wall built parallel to Markham Woods Road, no other wall or fence structure shall be built parallel to said wall, and no other wall or fence structure constructed perpendicular to said wall shall exceed the height of the wall.

11. Swimming Pools. As to any swimming pool construction on any lot, the elevation of the top of the pool may not exceed two (2') feet above the natural grade, unless approved by the Architectural Review Committee. No above-ground pools are permitted.

12. Maintenance of Lots and Dwellings. Lots and Dwellings shall be maintained in good appearance and shall be free from overgrown weeds and garbage. Trees shall be trimmed to

a height of 13 feet above any street and 7 feet over sidewalks. Owners must clean, paint, replace, repair and maintain the Lot and Dwelling as needed, which includes but is not limited to the dwelling, roof, sidewalks, driveways, fences, bushes, lawn, trees and plants.

In the event any Lot is not so maintained, then the Association, shall have the right to enter upon said Lot for the purpose of cutting and removing such overgrown weeds and rubbish, and the expense thereof shall be charged to and paid for by the owner of such Lot. If not paid by said owner within thirty days after being provided with written notice of such charge the same shall become a special assessment lien upon said Lot until paid, bearing interest at the highest lawful rate until paid, and may be collected by an action to foreclose said lien, or by an action at law, at the discretion of said Developer, and its successors and assigns, or both, including the Association, in same manner as any other lien or action provided for in these Restrictions. For all other maintenance violations, the Association shall follow the Declaration as worded.

13. Garbage and Trash Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, yard clippings, or other waste. All trash, garbage, and other waste shall be kept in sanitary containers and, except if required to be placed at the curb during pick-up, all containers shall be kept at the rear of all dwellings or out of sight from the street. There shall be no burning of trash or any other waste materials.

14. Nuisances. No noxious or offensive activity shall be carried on upon the Properties, nor shall anything be done thereon which may be or may become an embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained on the properties any plant, animals, device, or thing in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof; and further, all domestic animals shall either be kept on a leash or kept within an enclosed area. There shall be no solicitation of any kind in the subdivision, except by lawful permit obtained from the applicable governmental body.

15. Temporary structures. Sheds are permitted on the Lot with prior written ARB approval as long as they cannot be seen from the street in front of the Dwelling. No other structures of temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

16. Animals. No livestock, horses, reptiles, poultry, or animals of any kind shall be raised, bred, or kept on any Lot, except that domestic dogs and cats or other household pets in numbers which do not create a nuisance or health hazard may be kept, provided they are not kept, bred or maintained for any commercial purposes. No kennels or animal shelters shall be permitted.

17. Clotheslines. All clotheslines shall be placed at the rear of the dwelling and out of view within the area encompassed by a rear-ward extension of the sidelines of said dwelling.

18. Vehicles and Repair. No inoperative cars, trucks, trailers, or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repairs performed on any motor vehicle on or adjacent to any Lot in the subdivision. No boats, campers, or recreational vehicles shall be allowed to be

parked for over twenty-four (24) hours in front of the residence or, in the case of a corner Lot, on the corner or front of said residence. All operative vehicles must be parked in the garage or driveway and not on the street. No boats, campers, recreational vehicles, trucks, vans, or similar vehicles may be parked on or adjacent to any Lot unless it is parked inside an enclosed garage of the residence or behind a fence, out of sight.

19. Easements. Easements for installation and maintenance of landscaping, utilities, and drainage facilities 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 Seminole County, Florida. Within these easements, 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 the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which may interfere with construction or use of sidewalks or associated facilities. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible or those Common Areas to be maintained by the Association.

20. Antennas. No radio antenna is allowed on the Property. A television antenna and/or satellite dish is permitted after obtaining written approval from the Architectural Review Committee.

21. Condition of Building and Grounds. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkept conditions of buildings or grounds on such Lot which shall tend to substantially decrease the beauty of the community as a whole or the specific area. This restriction shall apply before, during, and after construction.

22. Service Yard. There shall be a structural enclosure- of at least forty-two inches (42") in height, including a gate or door, for the placement of all trash and garbage cans. All exterior pumps, motors, air conditioning compressors, storage tanks, and other mechanical features shall be screened from view either by a decorative structure forty-two inches (42") in height or by landscaping materials.

23. Rules and Regulations. Owners and Occupants shall abide by the Rules and Regulations of the Association, as amended by the Board from time to time.

ARTICLE VII COMPLIANCE AND DEFAULT

Each Owner and every Occupant of a Lot/Dwelling and the Association shall be governed by and shall comply with the terms of this Declaration and all exhibits annexed hereto, and the Rules and Regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by Florida law:

- a. Negligence. An Owner shall be liable for the expense of any maintenance, repair, or replacement of any Common Element made necessary by his negligence or by

that of any member of his family or his or their Guests, employees, agents, or lessees.

- b. Compliance. In the event an Owner or Occupant fails to maintain a Lot or Dwelling or fails to cause such Lot to be maintained, or fails to observe and perform all of the provisions of the Declaration, Bylaws, Articles of Incorporation of the Association, applicable Rules and Regulations, or any other agreement, document, or instrument affecting the Property or administered by the Association, in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines and to sue in a court of law for damages.
- c. Fines and Suspensions. The Association may levy reasonable fines against an Owner and suspend common amenities use rights for the failure of the Owner or his/her Occupant, licensee, or invitee to comply with any provision of this Declaration, the Bylaws of the Association, or reasonable Rules and Regulations imposed by the Board of Directors from time to time. No fine shall exceed \$100 per violation per day, or the maximum amount allowed by Chapter 720, Florida Statutes, whichever is greater. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, provided that no such fine shall in the aggregate exceed \$1,000, or the maximum amount allowed by Florida Statute Chapter 720, whichever is greater. No fine or suspension may be levied or imposed except after giving reasonable notice and opportunity for a hearing to the Owner and, if applicable, his licensee or invitee. The hearing shall be held before a committee of other Owners who are neither Board members nor persons residing in a Board member's household. If the committee does not agree with the fine, the fine shall not be levied. As provided by law, no opportunity for a hearing is required if the fine or suspension is imposed because the Owner is delinquent in the payment of any monetary amount owed to the Association.
- d. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an Owner or the Association to comply with the requirements of Florida Statute Chapter 720, this Declaration, the Articles of Incorporation, or Bylaws of the Association, or the Rules and Regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees and costs).
- e. No Waiver of Rights. The failure of the Association or any Owner to enforce any covenant, restriction, or other provision of the Act, this Declaration, the Articles of Incorporation, Bylaws of the Association, or the Rules and Regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.
- f. Association's Rights Cumulative. All rights, remedies, and privileges granted to the Association or Owners pursuant to this Declaration or other Association

Documents shall be deemed to be cumulative, and the exercise of any one or more of such rights, remedies, or privileges shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising any other or additional rights, remedies, or privileges.

ARTICLE VIII
GENERAL PROVISIONS

1. **Term.** The Covenants and Restrictions of this Declaration shall run with and bind the land for a term of twenty years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless such extension is opposed by a majority of the Lot Owners expressed within the six (6) months immediately preceding the date of expiration of the initial twenty (20) year period or any subsequent ten (10) year period of extension.

2. **Amendments.** In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges, and liens of this Agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by affirmative vote of the Owners holding not less than fifty-one percent (51%) of the votes of the membership in the Association, present and voting, in person or by proxy, at an Association meeting duly called for such purpose pursuant to Bylaws.

3. **Enforcement.** The Association, or any Owner, 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. The prevailing party in such proceeding shall be entitled to recover all costs, including, but not limited to, reasonable attorney's fees incident thereto.

4. **Notice of Lot Owners.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the Lot address of the person who owns the Lot.

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

6. Approval by Association. In all instances in which the Association is given authority by these restrictions to exercise its discretion, that discretion shall be reasonably exercised, and its approval shall not be unreasonably withheld.

7. Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches that may occur.

8. Gender: Plurality. For convenience and ease of reference, the third person singular impersonal form of pronoun "it" or "his" has been used herein without regard to the proper grammatical person or gender of the party being referred to. All such references shall be deemed to include the singular or plural person and the masculine, feminine or neutral gender, as required by the context.

9. Captions. The captions herein are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

(Signatures appear on next page)

IN WITNESS WHEREOF, the Association and the members to the Association have executed this Declaration on FEBRUARY 7, 2021 and as of the Effective Date.

Whispering Winds Homeowners Association, Inc.

[Signature]
BY: Daniel Braun, President

WITNESSES:
[Signature]
(Print) Brian Sheppard

[Signature]
(Print) Connie Smith

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was affirmed and subscribed before me this 3rd day of February, 2021, by Daniel Braun, acting as the President of Whispering Winds Homeowners Association, Inc., who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Signature: [Signature]
_____, Notary Public
My Commission Expires:

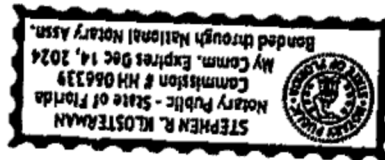


Exhibit "A"

Exhibit "A"

Description of Property

From the Southeast corner of the Southwest 1/4 of Section 23, Township 20 South, Range 29 East, Seminole County, Florida; run N. 00°56'19" E. along the East line of said Southwest 1/4 a distance of 87.50 feet; thence N. 88°38'36" W. 26.50 feet to the Point of Beginning on the West right-of-way line of Markham Woods Road, as recorded in Plat Book 6, Page 41, Public Records of Seminole County, Florida; thence S. 00°46'31" W. along said right-of-way line 49.50 feet; thence N. 89°13'29" W. 25.00 feet to the beginning of a curve concave Southwesterly and having a radius of 25.00 feet; thence from a tangent bearing of N. 00°46'31" E. run Northwesterly along the arc of said curve 39.02 feet through a central angle of 89°25'07" to the Point of Tangency; thence N. 88°38'36" W. 108.96 feet to the Point of Curvature of a curve concave Southeasterly and having a radius of 61.21 feet; run thence Southwesterly along the arc of said curve 96.85 feet through a central angle of 90°39'40" to the Point of Tangency; thence S. 00°41'44" W. 158.65 feet to the Point of Curvature of a curve concave Northwesterly and having a radius of 117.85 feet; run thence Southwesterly along the arc of said curve 112.82 feet through a central angle of 54°51'01" to a point on the North line of Longwood Markham Estates recorded in Plat Book 21, Page 27, Public Records of Seminole County, Florida; thence N. 88°38'36" W. along said North line 46.93 feet to the West line of said Longwood Markham Estates and the East line of the Northwest 1/4 of the Northwest 1/4 of Section 26, Township 20 South, Range 29 East, Seminole County, Florida; thence S. 00°48'19" W. along said East line 570.00 feet to a point lying 825.00 feet South of the Northeast corner of the said Northwest 1/4 of the Northwest 1/4; thence N. 88°38'36" W. parallel with the North line of said Northwest 1/4 of the Northwest 1/4 a distance of 792.00 feet; thence N. 00°48'19" E. parallel with the aforesaid East line of the Northwest 1/4 of the Northwest 1/4, a distance of 825.00 feet to the aforesaid North line; thence S. 88°38'36" E. along said North line 792.00 feet to the aforesaid Northeast corner of the Northwest 1/4 of the Northwest 1/4; thence run N. 00°58'59" E. along the West line of the Southeast 1/4 of the Southwest 1/4 of the aforesaid Section 23 a distance of 1635.90 feet; thence S. 88°44'51" E. 1316.97 feet to the East line of the Southwest 1/4 of said Section 23; thence S. 00°56'19" W. along said East line 762.41 feet to a point on a curve concave Southeasterly and having a radius of 397.96 feet; said point also being on the aforesaid West right-of-way line of Markham Woods Road; thence from a tangent bearing of S. 18°37'55" W. run Southwesterly along the arc of said curve and said West right-of-way line 67.90 feet through a central angle of 06°30'23"; thence leaving said West right-of-way line run N. 88°28'51" W. 578.58 feet; thence S. 00°56'19" W. 400.00 feet; thence S. 88°28'51" E. 568.02 feet to the aforesaid West right-of-way line of Markham Woods Road; thence along said West right-of-way line 342.59 feet to the Point of Beginning.

From the Southeast corner of the Southwest 1/4 of Section 23, Township 20 South, Range 29 East, Seminole County, Florida; run N.00°56'19"E. along the East Line of said Southwest 1/4 a distance of 87.50 feet; thence N.88° 38'36" W. 26.50 feet to the point of beginning on the West right-of-way line of Markham Woods Road as recorded in Plat Book 6, Page. 41, Public Records of Seminole County, Florida; thence S.00° 46'31"W. along said right-of-way line 49.50 feet; thence N.89°13'29"W. 25.00 feet to the beginning of a curve concave Southwesterly and having a radius of 25.00 feet; thence from a tangent bearing of N.00° 46'31"E. run Northwesterly along the arc of said curve 39.02 feet through a central angle of 89° 25'07" to the point of tangency; thence N.88° 38' 36"W. 1083.96 feet to the point of curvature of a curve concave Southeasterly and having a radius of 61.21 feet; run thence Southwesterly along the arc of said curve 96.85 feet through a central angle of 90° 39'40" point of tangency; thence S.00° 41'44"W. 158.65 feet to the point of curvature of a curve concave Northwesterly and having a radius of 117.85 feet; run thence Southwesterly along the arc of said curve 112.82 feet through a central angle of 54°51'01" to a point; thence N.00° 41'44"E 255.00 feet to the point of curvature of a curve concave Southeasterly and having a radius of 111.21 feet; thence run Northwesterly along the arc of said curve 99.93 feet through a central angle of 51°29'01" to a point; thence S.88° 38'36"E. 1203.73 feet to the Point of Beginning, containing therein 1.0564 +- acres.

Also

From the Southeast corner of the Southwest 1/4 of Section 23, Township 20 South, Range 29 East, Seminole County, Florida; run N.88° 38'36"W. along the South line of said Southwest 1/4 a distance of 1271.82 feet to the point of beginning; thence N.00° 56'19"E. 87.50 feet; thence S.88° 38'36"E 41.59 feet to a point on a curve concave Southeasterly and having a radius of 111.21 feet; thence from a tangent bearing of S.52° 10'45"W. run Southwesterly along the arc of said curve 99.93 feet through a central angle of 51°29'01" to the Point of Beginning, containing therein 0.0253 +- acres.