

**Prepared By and Return To:**  
FRANK A. RUGGIERI, ESQ.  
LARSEN & ASSOCIATES, P.A.  
300 S. Orange Avenue  
Suite 1200  
Orlando, FL 32801  
(407) 841-6555



**NINTH AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
WINDSOR HILL**

WHEREAS, that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDSOR HILL is recorded at Official Records Book 4075, Page 3971, Public Records of Orange County, Florida, as amended (hereinafter the "Declaration"); and

WHEREAS, prior amendments to the Declaration include that certain Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Windsor Hill and Windsor Hill Reserve recorded at Official Records Book 7950, Page 4324, Public Records of Orange County, Florida as well as that certain Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Windsor Hill recorded at Official Records Book 8849, Page 1126, Public Records of Orange County, Florida which should have been designated as the Sixth Amendment; and

WHEREAS, two-thirds (2/3) of the Board of Directors of the Association desire to amend the Declaration governing the community as set forth in Article X, Section 8 of the Declaration; and

WHEREAS, The Board of Directors of the Association, by referring to this Amendment as the Ninth Amendment, is hereby correcting the prior erroneous numerical reference stated above;

NOW, THEREFORE, pursuant to the Amendment procedure set forth in said Declaration, the following Amendment is hereby adopted:

**1. Article V, Section 3 of the Declaration is hereby amended to read as follows:**

SECTION 3. Initial Assessment for Windsor Hill and Windsor Hill Reserve. The initial assessment for each Lot in Windsor Hill and Windsor Hill Reserve shall be ~~THREE HUNDRED AND NO/100 (\$300.00)~~ FIVE HUNDRED AND NO/100 DOLLARS (\$500) and shall be due at the time title to a Lot is transferred from the Developer, its successors or assigns to an Owner, which term shall include any Builder even though said builder intends to acquire the Lot solely for construction of a single-family residence for resale. an Owner to any third party. The initial assessment shall be a one-time assessment, and shall be due in addition to the annual assessments as provided herein. The Board of Directors shall have the discretion to adjust the amount of the Initial Assessment by a majority vote of the Board of Directors at a duly noticed and called meeting of the Board of Directors at which a

~~proposed change to the amount of the initial assessment is a noticed agenda item. A transfer fee not to exceed Twenty Five and no/100 Dollars (\$25.00) shall be due to the Homeowners Association each time title to a Lot is transferred by an Owner.~~

~~Initial Assessment, Windsor Hill Reserve. The Initial Assessment for each Lot in Windsor Hill Reserve shall be FIVE HUNDRED AND NO/100 (\$500.00), and shall be due at the time title to a Lot is transferred from the Successor Developer, its successors or assigns, to an Owner, which term shall include any builder even though said builder intends to acquire the lot solely for construction of a single family residence for resale. The initial assessment shall be a one-time assessment, and shall be due in addition to the Annual Assessments as provided in the Declaration and herein. A transfer fee not to exceed Twenty Five and no/100 Dollars (\$25.00) shall be due to the Homeowners Association each time title to a Lot is transferred by an Owner.~~

**2. Article V, Section 4 of the Declaration is hereby amended to read as follows:**

~~SECTION 4. Basis and Maximum of Annual Assessments for Windsor Hill and Windsor Hill Reserve. Until the year beginning January 1 following the conveyance of the first lot to an Owner the annual assessment shall be FOUR HUNDRED AND NO/100 (\$400.00) DOLLARS per Lot. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner the The annual assessment may be increased each year by the Board of Directors of the Association to an amount not more than ten (10) percent above the maximum assessment for the previous year without a vote of the membership. The annual assessment for Windsor Hill and Windsor Hill Reserve shall be the same amount per Lot. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. The Board of Directors of the Association may fix the annual assessment without notice or meeting of the Members provided such assessment does not exceed the maximum increase set forth above.~~

~~Basis and Maximum of Annual Assessment, Windsor Hill Reserve. Until the year beginning January 1 following the conveyance of the first lot in Windsor Hill Reserve to an Owner, the annual assessment shall be EIGHT HUNDRED AND NO/100 (\$800.00) DOLLARS per Lot in Windsor Hill Reserve. From an after January 1 of the year immediately following the conveyance of the first Lot in Windsor Hill Reserve to an Owner the annual assessment may be increased each year by the Board of Directors of the Association to an amount not more than ten percent (10) above the maximum assessment for the previous year without a vote of the membership. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. The Board of Directors of the Association may fix the annual assessment without notice or meeting of the Members provided such assessment does not exceed the maximum increase set forth above.~~

**3. Article VII, Section 8 of the Declaration is hereby amended to read as follows:**

~~SECTION 8. Landscaping Requirements. Each Lot shall be landscaped in accordance with a landscape plan approved by the ARB. The landscape plan or package submitted to the ARB for approval shall reflect a minimum budget equal to two percent (2%) of the appraised value of the completed Living Unit and Lot combined. Such budget shall be for the initial plant materials, trees and installation, exclusive of the cost of sod and the required underground irrigation system, unless the ARB in consideration of the preservation and~~

~~utilization of certain existing trees or plant life shall approve a budget of a lesser amount. The landscape plan shall also include four (4) trees of a variety to be approved by the ARB. Each tree must be two (2") inches in diameter at a point measured four (4') feet from the natural ground level. All sod must be of a St. Augustine or Empire-Zoysia grass, or such other variety approved in advance, in writing, by the ARB. Any and all modifications to landscaping following approval of the landscape plan and installation of same shall be subject to approval of the ARB. Further, permanent removal of landscaping which was approved and installed in connection with the initial construction upon a Lot without installation of the same or similar level of plant materials to compensate for the removed landscaping shall be prohibited. Is it the intent of this provision to maintain the initial level of landscaping required pursuant to the 2% level set forth above without prohibiting modification of same. Any Owner who applies for and receives approval for the installation of Empire-Zoysia grass shall take such steps as are necessary to buffer said grass from adjacent properties such that the Empire-Zoysia grass does not creep or advance into said adjacent properties. All Owners utilizing Empire-Zoysia grass as approved by the ARB shall utilize the services of a professional for maintenance of same to avoid the presence, appearance or growth of any and all fescue diseases and/or fugues. Any homeowner who receives approval for installation of Empire-Zoysia grass and installs said grass shall replace said grass with St. Augustine in the event fifty percent (50%) or more of the Empire-Zoysia sod proves to be intolerant and dies. All landscaping approved by the ARB shall be installed within thirty (30) days after the completion of construction of the main dwelling on the Lot as evidenced by the issuance of a certificate of occupancy for such dwelling. Owner must sod and maintain that portion of the Property lying between the Owner's Lot and the curb of the existing pavement for the right-of-way. The planting of trees in the area between the sidewalk and curb is prohibited.~~

**4. Article VIII, Section 1 (f) of the Declaration is hereby amended to read as follows:**

~~SECTION 1 (f). All Lots shall be maintained to a standard suitable for this type of development. Each Lot must be sodded in its entirety exclusive of the building site and landscape areas. No trees are to be planted between the curb and the sidewalk. If the Owner of any individual Lot fails to properly maintain or landscape his Lot, then Developer Association may, after ten (10) days written notice, at its option, maintain and landscape the Lot, and the Owner shall reimburse Developer Association for any costs and expenses incurred by Developer Association. All construction commenced on any Lot in WINDSOR HILL shall be completed within ~~eight (8)~~ twelve(12) months after commencement of construction. The failure by a Lot Owner to complete construction thereon within ~~eight (8)~~ twelve(12) months after commencement shall constitute a nuisance entitling Developer Association to damages and to injunctive relief.~~

**5. Article VIII is hereby amended to add a new Subsection (h) to read as follows:**

~~(h). No trees, bushes or other landscaping other than sod shall be permitted to be planted between the sidewalk and the curb except for oak trees. The number, size, location and specimen of oak trees shall be subject to the advance, written approval of the ARB. The oak tree(s) shall be supported by a drip line, bubbler or other irrigation. The oak tree(s) shall be fifty (50) gallon or larger.~~

**6. Article VIII, Section 1 (d) is deleted in its entirety and shall be replaced by the following:**

(d) All fences in Windsor Hill shall be subject to the advance, written approval of the ARB and shall be governed by the terms of the Architectural Review Board Planning Criteria as amended from time to time.

**7. Article VIII, Section 2 of the Declaration is hereby amended to read as follows:**

SECTION 2. Minimum Square Feet. All dwellings erected on any Lot in the development shall be a quality of workmanship and materials suitable for a development of this type. No dwelling shall be erected on any Lot having less than ~~two thousand four hundred (2,400)~~ three thousand (3,000) square feet of heated and air conditioned living space, exclusive of open porches, garages, and appurtenant structures. Each dwelling shall have at least two (2) outdoor spot lights, conforming with the Planning Criteria.

**8. Article VIII, Section 4 of the Declaration is hereby amended to read as follows:**

SECTION 4. Animals. No reptiles, animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for dogs, cats, birds or other usual and customary household pets, provided the same are not kept, raised or maintained for business or commercial purposes or in numbers deemed unreasonable by the Developer or Association in the exercise of the reasonable discretion. Numbers in excess of ~~two (2)~~ five (5) of each such type of household pets (excluding aquarium-kept tropical fish) shall prima facie be considered unreasonable. All domestic pets shall either be kept on a leash and be within the control of the pet's owner or be kept within an enclosed area on the respective Owner's Lot.

**9. A new Subsection (d) is hereby added to Article VIII, Section 6, to read as follows:**

(d) While the Association may permit construction of fences and other improvements (hereinafter collectively referred to as "improvements") within drainage easements, this shall not alleviate the burden of all Owners to take any and all steps necessary to modify or remove the improvements should the improvements prove to impede or alter the natural and intended flow of drainage in the Community. All Owners therefore proceed at their own risk when they propose to install improvements within a platted drainage easement.

**10. Article X, Section 8 of the Declaration is hereby amended to read as follows:**

SECTION 8. Amendments by Association. This Declaration of Covenants and Restrictions may be amended except as provided in Article II, Section 2 (d) and Article VIII, Section 22, ~~by a two thirds (2/3) vote of the Board of Directors of the Association~~ approval of a majority of the votes of members who are present, in person or by proxy, at a meeting duly called for such purpose in which a quorum has been established, and any such approved amendment shall thereafter be recorded in the Public Records of Orange County, Florida, and shall thereupon become a part of this Declaration of Covenants and Restrictions as though the same were first set out herein.

**CERTIFICATE OF AMENDMENT**

I hereby certify that the above Amendment to the Declaration of Covenants, Conditions and Restrictions for Windsor Hill was adopted by the Association's Board of Directors at a duly called meeting of the Board held on the 4th day of May, 2011 and will take effect upon recording in the Public Records.

**WINDSOR HILL HOMEOWNERS ASSOCIATION, INC.**

By: [Signature]  
James H. McNeil Jr., President  
9642 Castle Way Drive  
Windermere, FL 34786

**WITNESSES:**

[Signature]  
Witness Signature  
Print Name: Janet K. Lyon  
[Signature]  
Witness Signature  
Print Name: Michele A Sheard

STATE OF FLORIDA  
COUNTY OF ORANGE

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Windsor Hill was acknowledged before me this 12th day of May, 2011, by James H. McNeil, as President of the Windsor Hill Homeowners Association, Inc.

[Signature]  
Notary Public Signature  
Notary Stamp or Seal:



MICHELE A. SHEARD  
MY COMMISSION # DD 749714 EXPIRES  
February 24, 2012  
BONDED THRU TROY FAIN INSURANCE, INC.

**ATTEST:**

By: [Signature]  
Kevin Johnson, Secretary  
2618 Park Royal Drive  
Windermere, FL 34786

**WITNESSES:**

[Signature]  
Witness Signature  
Print Name: Sandra K. Phipps  
[Signature]  
Witness Signature  
Print Name: MARK E. PHIPPS

STATE OF FLORIDA  
COUNTY OF ORANGE

This Amendment to the Declaration of Covenants, Conditions and Restrictions for Windsor Hill was acknowledged before me this 24th day of May, 2011, by Kevin Johnson, as Secretary of the Windsor Hill Homeowners Association, Inc.

[Signature]  
Notary Public Signature  
Notary Stamp or Seal:

