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**Whispering Woods
Homeowner's Association
of Seminole County**

**Declaration of Covenants and Notice of Restrictions
on Real Estate for Whispering Woods**

**As Recorded 12/05/2011
With Maryanne Morse, Clerk of Circuit Court
Seminole County, Florida**

**DECLARATION OF COVENANTS AND NOTICE OF RESTRICTIONS
ON REAL ESTATE
FOR WHISPERING WOODS
December, 2011**

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants, Conditions and Restrictions made and entered into by OBDC, Corporation, a Florida corporation, herein referred to as the DECLARANT.

WITNESSETH

WHEREAS, DECLARANT, is the fee simple owner of certain real property located in Seminole County, Florida, described in Exhibit "A" (PLAT Book 42, Pages 41 & 42), and

WHEREAS, DECLARANT desires to create a residential community on said real property to be known as Whispering Woods with common facilities for the benefit of said community; and

WHEREAS, DECLARANT deems it desirable that all of the property described in the attach Exhibit "A" be subject to covenants, conditions and restrictions as set forth in this Declaration.

NOW, THEREFORE, DECLARANT declares that the real property described in Exhibit "A" and such additions thereto as may hereafter be made, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charters, and liens herein set forth.

**ARTICLE I
DEFINITIONS**

Section 1. THE ASSOCIATION shall refer to Whispering Woods Homeowners Association (WVHOA) of **Seminole** County, Inc., a Florida corporation not for profit. The ASSOCIATION is a homeowners association governed by the Florida Homeowners Association Act (Charter 720, Florida Statutes) as amended.

Section 2. DECLARANT shall refer to the OBDC, Corporation, a Florida corporation, its successors and assigns.

Section 3. PROPERTIES shall refer to all real property subject to this document, now or in the future.

Section 4. COMMON AREAS shall mean all real property, including the improvements thereon, owned or leased by THE ASSOCIATION for the common use and enjoyment of the residents of Whispering Woods. COMMON AREAS shall specifically include (but are not limited to) the entry landscaping, and all perimeter security walls and attendant landscaping. COMMON AREAS shall not include the streets, easements, and tracts dedicated to the Seminole County.

Section 5. LOT shall mean any platted plot of land capable of having a privately owned home thereon as may be so shown on the recorded plat of Whispering Woods, excluding common areas.

Section 6. OWNER shall mean the fee simple owner or owners of record of a LOT, whether or not said person(s) or entity actually occupies said Lot.

Section 7. TENANT shall mean any person lawfully occupying a living unit on a LOT other than an owner.

Section 8. LIVING UNIT shall mean any lot together with the home situated thereon suitable for use and occupancy as a residence by a single family.

Section 9. RULES AND REGULATIONS shall mean the published and regulations established from time to time by the ASSOCIATION which shall govern the conduct of all residents and those who come into Whispering Woods.

Section 10. QUORUM. The minimum number of qualified voters present in person or by proxy so as to all of the official conduct of business by THE ASSOCIATION or any of its Boards or other business entities. The quorum for any particular function shall be an established by the By-laws for THE ASSOCIATION.

Section 11. PROXY. The written instrument appointing a person to represent and vote for an OWNER in a meeting. Wherever a proxy vote is allowed pursuant to the By-laws, it shall be on the form provided by the ASSOCIATION, which form shall contain the central nature of the matters to be considered for which the Proxy is given; shall specify the meeting for which the proxy is given; and shall specify whether the holder is bound to any particular voting instructions.

Section 12. ABSENTEE BALLOT. A written vote on a particular issue made on a form provided by THE ASSOCIATION and signed by the person entitled to vote, when such person is physically absent from the meeting at which vote is to be cast; once an absentee ballot is received, the individual shall be considered as having voted just as if present in person. The By-laws shall prescribe the form and procedure for absentee balloting.

Section 13. PLAT shall refer to the Plat of Whispering Woods as recorded in Plat Book 42, Page 41 & 42 of the Public Records of Seminole County, Florida.

Section 14. VOTING INTEREST. The voting rights distributed to the members of the homeowners association pursuant to the governing documents.

**ARTICLE II
PROPERTY RIGHTS**

Section 1. EASEMENT OF ENJOYMENT. Every OWNER and TENANT shall have the right and easement in and to the COMMON AREAS, which right shall be appurtenant to and shall pass with the title to every LOT, subject to.

- (a) the right of THE ASSOCIATION to charge reasonable fees for the support of the COMMON AREAS.
- (b) the right of THE ASSOCIATION to update this document with a quorum (2/3) vote of its members.
- (c) the right of THE ASSOCIATION to suspend the voting rights of OWNERS and right to use the COMMON AREAS for both OWNERS and TENANTS for any period during which any regular or special assessment remains unpaid; and or a period not to extend sixty (60) days for any breach of the RULES AND REGULATIONS of these Covenants by either OWNER or TENANT.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

Section 1. The Association shall have one class of voting membership.

Class A. Class A members shall be the OWNERS who shall be entitled to one (1) vote per lot owned; said voting membership shall be appurtenant to and may not be separated from the ownership of any LOT and such voting membership shall terminate simultaneously with any termination of ownership. When more than one person owns a lot, each of said OWNERS shall be a member of THE ASSOCIATION, but there shall be only one (1) vote attributable to that LOT and they may determine among themselves how their vote shall be exercised. The vote may not be fractionally split, but must cast as a whole.

Section 2. Every TENANT shall be a non-voting member of THE ASSOCIATION; said non-voting membership shall also be appurtenant to and may not be separated from the occupancy of a LOT and such non-voting membership shall terminate with the termination of occupancy.

**ARTICLE IV
COVENANT FOR MAINTENANCE AND ASSESSMENTS.**

Section 1. Duty of Association for maintenance. THE ASSOCIATION shall maintain all common areas in good, first class condition at all times. Specifically, and not by means of limitation.

- A. THE ASSOCIATION shall also maintain the exterior wall and landscaping together with all other common areas and buffer zones adjacent thereto and the retention area shown as "Tract A" on the Plat.

Section 2. Maintenance Easement. Each LOT shall be deemed subject to an access and maintenance easement in favor of THE ASSOCIATION for the purposes of allowing THE ASSOCIATION to discharge its duties hereunder.

Section 3. Creation of the Lien and Personal Obligation for Assessments. Each OWNER of a LOT is deemed to covenant and agree to pay to THE ASSOCIATION.

- (a) annual assessments
- (b) special assessments

The annual and special assessments, together with costs, interest, and reasonable attorney's fees incurred in enforcing and collecting same, shall be secured by a continuing lien and charge upon the LOT against which said assessment is made. In addition, each assessment, together with costs, interest and reasonable attorneys fees shall also be the personal obligation of the OWNER at the time said assessment fell due.

Section 4. The assessments shall be used exclusively by THE ASSOCIATION to promote the recreation, health, safety and welfare of the OWNERS AND TENANTS of THE ASSOCIATION and to discharge its duties hereunder.

Section 5. The method and procedure for establishing annual and special assessments for each lot shall be determined by THE ASSOCIATION in its By-laws.

Section 6. Initial Assessments. . In addition to the established annual assessments, an initiation fee in the amount of \$250.00 is to be paid by each new owner of any lot purchased within Whispering Woods.

Section 7. Annual Assessments. The annual assessments shall commence on the first day of the new fiscal year of THE ASSOCIATION. The Board of Directors shall fix the amount of the annual assessments based on the budget established for the fiscal year, not exceeding ten percent (10%) of the current assessment. The board will notify each OWNER at the address of each LOT of any change in the established rate at least thirty (30) days in advance of the beginning of a new fiscal year. Any increase in assessment after the initial annual assessment will require the procedure listed below for imposition of special assessments.

Section 8. Special Assessments. In addition to the foregoing, THE ASSOCIATION may levy special assessment at any time during any fiscal year (applicable to that fiscal year) the purpose of which is to defray, in whole or part, costs for any constructions, reconstruction, improvement, repair or replacement of any improvement to the COMMON AREAS; provided, however, that such special assessments must be approved by the affirmative vote of two-thirds (2/3), which votes may be cast in person or by absentee ballot at a meeting duly called for that purpose and at

which a quorum is present. Written notice shall be sent to all Members at least (10) days in advance and shall set forth the purpose of the meeting.

Section 9. Uniform Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 10. Effect of Nonpayment of Assessments; Remedies. Any assessment not paid by the due date shall bear interest from the due date until paid at the greater of 18% or the highest rate permitted by the Florida Homeowners Association Act (Chapter 720, Florida Statutes) as amended. The ASSOCIATION may bring an action at law against the OWNER of record at the time the assessment fell due and /or foreclose the lien on the LOT securing the assessment. No OWNER may waive or otherwise escape liability from the assessments, provided for herein by the non-use of the COMMON AREAS or the abandonment of the LOT. Each Owner shall be liable for all cost of collection, court cost and a reasonable attorney fee in the event any assessment is not paid as required. The association may also charge an administrative late fee of \$25.

Section 11. Subordination to the lien of Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of a LOT pursuant to mortgage foreclosure or a proceeding in lieu thereof shall act to extinguish the lien for unpaid assessments which fell due prior to the date of the sale or transfer. Such transfer shall not affect the liability for assessments or the lien for assessments falling due after the date of sale or transfer.

Notwithstanding the foregoing, nothing shall prevent THE ASSOCIATION from meeting any obligations of the OWNER under any mortgage or lien superior to the lien of the assessments in order to protect its lien; if so done, all expenditures, including all costs and reasonable attorneys' fees shall also become part of the assessment protected by the lien. There shall never be any obligation of THE ASSOCIATION to undertake such expense, only right to do so at its sole discretion.

Section 12. Assessments against Common Area. There shall be no assessments against the common area now owned or hereafter acquired by the Association.

Section 13. Contiguous Lots. Each lot shall bear the same assessment as each other lot notwithstanding that two or more contiguous lots may be owned by a single OWNER or are used solely as the site of a single living unit.

ARTICLE V PERMITTED USES

In addition to the requirements imposed by a public body, the said real property is subject to the follow limitations:

Section 1. No lot shall be used except for residential purposes.

Section 2. No temporary or permanent buildings or trailers for living or other purposes shall be permitted on a LOT.

Section 3. Architectural Review.

- A) An architectural review committee, consisting of two volunteers and two board members, shall be created and appointed by the Board of Directors with the responsibility to review all proposed improvements as outlined herein.
- B) No building, pool, fence, wall or other structure shall be commenced, erected or maintained upon any LOT nor shall any exterior addition to change or alteration therein be made until the plan and specifications showing the proposed improvement shall have been submitted to and approved in writing by THE ASSOCIATION. The submittal shall also contain such other information as may be reasonably required by THE ASSOCIATION. Such approval shall not be unreasonably withheld.

Section 4. THE ASSOCIATION shall review the submittal with regard to the following items.

- (a) Harmony of external design and location in relation to surrounding structures and topography
- (b) Size of proposed improvement and location on the LOT
- (c) Proposed removal of trees, with the view of preserving as many trees as possible, preventing soil erosion, and the general protection and welfare of the environment and the residential community. Diseased or unhealthy trees under the size of 20 feet may be removed without ASSOCIATION approval but removal of any tree above 20 feet must have ASSOCIATION and Oviedo City approval.

Section 5. In the event THE ASSOCIATION fails to approve or disapprove such proposed improvements within thirty (30) days after all requested information has been provided to THE ASSOCIATION, approval shall no longer be required as to that submittal and this Section shall be deemed to have been complied with.

**ARTICLE VI
EXTERIOR MAINTENANCE**

Section 1. Maintenance of Premises. It shall be the obligation of each OWNER and TENANT to maintain the exterior of LOT premises, including improvements thereon, in a neat and clean manner and in general conformity with this residential community.

Section 2. Failure to Maintain. In the event the LOT premises are not maintained as required, THE ASSOCIATION or it's delegate, upon approval by two-thirds (2/3) of the Board of

Directors, shall have the right (but not the obligation) to enter upon said LOT premises to repair and maintain said LOT premises and any improvements, thereon. The entry onto said LOT shall not constitute a trespass.

Section 3. Costs to become part of Assessments. The costs of said maintenance thus incurred shall be added to and become a part of the annual assessment, shall constitute a lien on the LOT, and shall be payable in full by the lot owner within thirty (30) days of the date it was billed to the OWNER. Failure to pay shall entitle THE ASSOCIATION to all remedies due to nonpayment of assessments.

ARTICLE VII GENERAL RESTRICTIONS

Section 1. The ASSOCIATION shall have the right to promulgate reasonable Rules and Regulations which govern the uses and allowed conduct for this residential community and each LOT, GUEST, OWNER and TENANT shall be bound thereby.

Section 2. Motor Vehicles. No automobiles or other motor vehicle may be painted, refinished, disassembled or repaired in Whispering Woods; provided, however, that in the event of an emergency, repairs of a minor nature may be undertaken.

Section 3. Parking of Vehicles at the LOT. Only currently licensed and operating passenger vehicles may be parked at the LOT providing that such parking is restricted to the driveway and garage areas. No overnight parking is permitted on the street adjacent to the LOT.

Section 4. All other vehicles, including boats, trailers, travel trailers, motor homes, commercially licensed vehicles, all passenger vehicles which cannot be parked in conformance with the foregoing paragraph, non-licensed or non-operating vehicles, and other like vehicles may not be stored or parked on any LOT, drive, or street adjacent thereto. Boats or recreations equipment may be stored in the garage or to the rear of the house where they are not visible from the street.

Section 5. Pets. Only domestic pets will be allowed. In no event shall any pet be kept or maintained for commercial or breeding purposes.

Section 6. Signs. No signs or name plates of any kind shall be erected on any LOT so as to be visible from the street except as are previously approved by THE ASSOCIATION. Temporary real estate signs for sale or rental of a LOT, if the size and configuration are also in conformity with the residential community and clearly state "FOR SALE" or "FOR RENT" shall be permitted. Political signs may be placed on LOTS one month before an election and must be removed within the week after election. Signs that are placed on Oviedo City's common property, between the curb and the sidewalk, must follow city restrictions.

Section 7. All concrete block construction shall be stuccoed. The roof shall have a minimum pitch of 6/12 and be of architectural shingles.

Section 8. All garages shall be for a minimum of two cars. No open carports shall be permitted. The parking of commercial vehicles, which description shall include trucks, truck-tractors, semi-trailers, and commercial trailers, at any time on driveways 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. Boats, motor homes, travel trailers and similar recreational vehicles are not to be visible from the street.

Section 9. All driveways shall be constructed of concrete or concrete pavers.

Section 10. All permanent basketball and similar recreational facilities shall be placed at the rear of the lot. Portable basketball and other recreational systems are permissible, but should be placed to the side and upper half of the driveway. Skateboard ramps and devices of a similar nature shall not be permitted. In consideration for other members of the community, outdoor sport activities should be suspended at nightfall.

Section 11. 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 bill boards, 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 a size and form generally used for such advertising. All builders shall keep the area cleared of trash and debris during construction.

Section 12. No fence or wall shall be constructed to the front of set-back line, except that courtyards as approved by the Developer will be permitted. Fences on the side lot line shall not exceed six feet in height. Fences on the back lot shall not exceed six feet in height except for lots abutting Lake Jessup Avenue which shall be no higher than the brick portion of the subdivision wall along Lake Jessup Avenue. On Corner lots, no fence or wall shall be constructed closer to the side street than the wall of the house. No fences shall be constructed of 'chain link' and all fences shall be approved by the Developer or Association.

- A) No fence of any kind shall be constructed or maintained in front of the rear line of the dwelling on any lot (as such rear line is extended to each lot line). If a walk through garage side door exists then the fence may be advanced to a point of the front of such door.
- B) Wood fences must be of Privacy type and stained with earth tone colors, and approved by the Architectural Review Board.
- C) Vinyl fences must be of Privacy type, with earth tone colors, and approved by the Architectural Review Board.
- D) Fencing shall be kept clean, free from mildew and structurally sound.

Section 13. Upon completion of the dwelling, the premises must be immediately landscaped. No trees are to be planted between the curb and sidewalk. No new trees of large growing root variety shall be planted within four (4) feet of sidewalks. If construction is not commenced on lots within six (6) months of closing, the lot owner, at his expense shall clear and keep clear of all brush, dead wood, weeds, and junk. 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.

Section 14, It is required by city and state authorities that Home Owner Association members use Florida Friendly ground covering guidelines when making updates to their landscaping. The following sources are available to residents when deciding which of their choices of turf grass and groundcover species are authorized for use in our district and which are restricted:

- City of Oviedo – Ordinance No. 1428 – The Land Development Code of the City of Oviedo, FL.
- Florida-Friendly Plant List in “Florida Yards & Neighborhoods” edited by the University of Florida, Institute of Food and Agricultural Sciences (latest edition).
- State of Florida – Florida Statutes 720.3075, Section 4 (b).
- Florida District – St. John’s River Water Management District, (www.sjrwmd.com).

In order to maintain the esthetic continuity of our neighborhood and in compliance with Florida Friendly landscaping guidelines, it is suggested that a 30% drought tolerant turf grass be maintained in the front of each lot. Residents desiring to modify their landscape should submit their plans to the Architect Review Board for approval to assure that the neighborhood follows City of Oviedo Ordinances, Florida Statutes and Best Management Practices (BMP) guidelines for Florida Friendly landscaping choices. No invasive plants, as described in the City of Oviedo Ordinance No. 1428, will be used in Whispering Woods property landscaping.

Section 15. 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 property so that the same will connect forming continuous sidewalks. All sidewalk design and water meter locations must be approved the Developer and Seminole County. The cost of sidewalks shall be paid by the Builder or Owner. Water meters to be installed between the sidewalks and curb at lot line of two properties.

Section 16. All lots are subject to public utility easements as shown or noted on recorded plat, and/or as set forth in deed and other instrument of record.

Section 17. Any addition or alteration of any kind (including, without limitation, paint colors) 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 Architecture Review Board.

Section 18. Television and citizen band omni-directional antennas shall be installed so they are not visible from any street. Directional citizen band antennas are not permitted. In order to maintain the esthetic continuity of the neighborhood it is suggested that satellite dish and other

antennas not be placed in the front of a residence unless there is no other reception location available.

Section 19. Severability. Invalidation of any one of these Covenants and Restrictions by judgment or Court Order shall in no way affect any other provision which shall remain in full force and effect.

Section 20. Enforcement. Enforcement of these covenants may be by proceeding at law or in equity against any person or entity violating or attempting to violate or circumvent any provision hereof. the DECLARANT, it successors or assigns, any OWNER, The Association or any political subdivision, including the City of Oviedo, Seminole County or the State of Florida shall have the right to enforce these covenants and restrictions and any failure to enforce these restrictions and covenant or any portion hereof shall not constitute a waiver or estoppel to enforce subsequent violations. In every covenant enforcement and/or collections matter, the ASSOCIATION shall be entitled to recover from the owner, tenant, guest, and/or invitee in breach of the governing association documents and/or applicable law full reimbursement for all costs and attorney fees incurred by the ASSOCIATION (whether or not any lawsuit or other formal legal proceeding occurs).

Section 21. Term. These covenants shall remain in full force and effect and shall run with and bind the land subject to this declaration for any initial term ending September 1, 2009. Upon the expiration of this initial term, this declaration shall be automatically extended for successive periods of ten (10) years unless two-thirds (2/3) of the total voting interests shall affirmatively vote to terminate the same.

Section 22. Amendment. This Declaration may be amended in whole or part by any instrument in recordable from duly executed by the affirmative vote of at least two-thirds (2/3) of the total voting interests. No such amendment shall be effective until such time as is duly recorded (®) in the Public Records of Seminole County, Florida.

IN WITNESS WHEREOF, this Declaration of Covenants, and Notice of Restriction on Real Estate has been duly executed this 2 day of December, 2011

WITNESSES: Emma A. Wil
Emma Wilburn
Alyson Wallace
Alyson Wallace

WWHOA OF SEMINOLE COUNTY, INC
BY: Betty Neff President
BETTY NEFF, PRESIDENT

STATE OF FLORIDA, COUNTY OF SEMINOLE

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared BETTY NEFF, as PRESIDENT of the WWHOA, INC, well known to me to be the person named in the foregoing instrument and that she acknowledged executing the same oath, in the presence of two subscribing witnesses, freely and voluntarily for the purposes therein stated.

WITNESS my hand and official seal in the County and State aforesaid
the 2 day of December, 2011.

Allison R Gray
NOTARY PUBLIC
My commission Expires:

