

RECORD AND RETURN TO
DARRYL J. TOMPKINS, P.A.
P.O. BOX 519
ALACHUA, FL 32610



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INSTRUMENT # 2206038 40 PGS

2006 JAN 13 11:04 AM BK 3296 PG 1076

J. K. "BUDDY" IRBY
CLERK OF CIRCUIT COURT
ALACHUA COUNTY, FLORIDA
CLERK13 Receipt#267910

**DECLARATION OF RESTRICTIONS AND MAINTENANCE COVENANTS
FOR
WYNDSWEEP HILLS**

THIS DECLARATION OF RESTRICTIONS AND MAINTENANCE COVENANTS for WYNDSWEEP HILLS is made this 22 day of December, 2005 by WYNDSWEEP HILLS, LLC., hereinafter Developer.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Exhibit "A" attached hereto and desires to create thereon a residential community with common facilities for the benefit of said community, and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of roadways other common facilities as may be specifically designated on the plat of WYNDSWEEP HILLS, a copy of which is attached hereto as "Exhibit "D"; and, to this end, desires to subject the real property described in Exhibit "A" to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each subsequent owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities of said community, to create an association to which will be delegated and assigned the powers of maintaining and administering the Common Area properties and facilities and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and,

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a nonprofit corporation, WYNDSWEEP HILLS HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A" is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth, all of which shall be binding upon and enforceable by the Developer, the Association and subsequent owners of Lots, parcels, or units in the property, and which shall run with the land and be binding upon all parties having any right, title or interest in the property described in Exhibit "A" or any part thereof, their heirs, successors, tenants, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

(A) Association: Association shall mean and refer to WYNDSWEEP HILLS HOMEOWNERS ASSOCIATION, INC., a Florida Corporation not for profit, the Articles of Incorporation and By-Laws of which are attached hereto as Exhibits "B" and "C". This is the Declaration of Restrictions and Maintenance Covenants for WYNDSWEEP HILLS, to which the Articles of Incorporation and BY-Laws of the Association make reference.

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(B) Articles of Incorporation and By-Laws: The Articles of Incorporation and By-Laws shall mean those of WYNDWEPT HILLS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit.

(C) Board: The Board shall mean the Board of Directors for the Association.

(D) Developer: The Developer shall mean and refer to WYNDWEPT HILLS, LLC., its successors and assigns.

(E) WYNDWEPT HILLS: WYNDWEPT HILLS shall mean and refer to the real property described in Exhibit "A" and such additional real property as may be subjected to this Declaration.

(F) Lot: A Lot shall mean an individual parcel as shown on the recorded plat for WYNDWEPT HILLS.

(G) Owner: Owner shall mean and refer to the record fee simple title holder, whether one or more persons or entities, of a Lot, including the Developer.

(H) Common Areas: Common Areas shall mean and refer to the road right of way and drainage basin and other common areas depicted on the Plat of WYNDWEPT HILLS (attached hereto as Exhibit "D"). The Association shall also have ownership rights to certain easements identified as landscape, drainage, and ingress, egress, signage and public utilities easements as depicted in the Plat of WYNDWEPT HILLS, but the Association shall have no ownership rights to the real property encumbered by these easements. The Lots on which said easements are located shall be subject to the rights of all Members of the Association to make use of the easements for the benefit intended.

(I) Declaration: Declaration shall mean this Declaration of Restrictions and Maintenance Covenants, including such amendments as from time to time shall be made.

(J) Landscape Setback: Landscape set back shall mean the landscape setback shown on the plat in which no natural vegetation shall be removed or disturbed without the consent and approval of the architectural committee.

(K) Plat: Plat shall refer to the recorded plat of WYNDWEPT HILLS as set forth in the Official Records of Alachua County, Florida, a copy of which is attached hereto as Exhibit "D".

**ARTICLE II.
COMMON AREAS**

Section 1. Areas designated as Common Areas: The entranceway, road right-of-ways and drainage basin and other areas shown on the Plat as common areas are hereby designated as common area of the Association. Although the Association shall have no ownership rights in any of the real property designated as Lots on the Plat of WYNDWEPT HILLS, said Association shall own easements intended to be for the benefit of all Lot owners as herein provided and the right to utilize all other easements as set forth on said Plat.

Section 2. Owner's Ownership Subject to Easements of Use and Enjoyment: Every Owner shall have a perpetual easement of ingress and egress over the Common Areas referred to herein, and public utilities easement described on Exhibit "D". These rights shall be appurtenant and shall pass with the title to every Lot, subject to the following:

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(A) All provisions of this Declaration, the Plat of WYNDWEPT HILLS, and the Articles and By-Laws of the Association; and

(B) Rules and Regulations governing use and enjoyment of the Common Areas adopted by the Board from time to time.

Section 3. Liability for Damages: Each Owner shall be liable for any and all damage to the Common Areas, which shall be caused by the negligence of said Owner, his lessees, guests or invitees, and to the extent that such damage is not covered by insurance proceeds from any policy maintained by the Association or the Owner, such Owner shall be assessed for the cost of repairs, which shall be collectible and enforceable as in the case of other assessments levied by the Association. Each Owner shall promptly pay when due all repair bills and/or utility bills that may be a separate lien or charge against his Lot.

Section 4. Maintenance: The Developer and Owners agree that no agency of government will be requested to assume maintenance of the Common Areas or Easements; further, if for any reason it should become necessary that a public agency maintain such areas or otherwise expend public funds, such costs shall be due and payable by individual property Owners, and, if unpaid, shall become liens on the Lots. The Association shall be responsible for maintenance and repair of all easements referred to above as well as all retention areas located within the Subdivision.

**ARTICLE III
EASEMENTS**

Section 1. Management Easement: The Association shall have an easement for access to all Lots and the Common Areas in order to fulfill its obligations and duties as set forth in this Declaration.

Section 2. Utilities Easement: Easements are hereby reserved to the Developer and the Association to all Lots and the Common Areas as may be required in order to furnish utility service to WYNDWEPT HILLS and any adjoining property.

Section 3. Drainage Easement: The Drainage Easements reflected on the Plat of WYNDWEPT HILLS are for the benefit of the Association.

Section 4. Landscape Easement: The Landscape Easements reflected on the Plat of Wyndwept Hills are for the benefit of the Association and will include a common irrigation well for the road rights of way and landscape areas and entrance to the subdivision.

**ARTICLE IV
OWNERS ASSOCIATION**

Section 1. Creation: Developer has caused to be incorporated, Pursuant to Florida Statutes, a corporation not for profit to be known as WYNDWEPT HILLS HOMEOWNERS ASSOCIATION, INC., in accordance with the Articles of Incorporation, a copy of which is annexed hereto as Exhibit "B", and made a part hereof by reference. The Articles of Incorporation of said Association, and its By-Laws, a copy of which is annexed hereto as Exhibit "C", are hereby made a part hereof by reference.

Section 2. Promulgation of Rules: The Board shall have the right from time to time to adopt and promulgate rules and regulations pertaining to the use of the property comprising WYNDWEPT HILLS. Such Rules and Regulations of the Association shall be binding on all Owners.

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Section 3. Membership: Every Owner, including Developer, of any Lot shall automatically be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member. Such membership shall continue for so long as such ownership continues, and shall automatically terminate when such persons or entity no longer owns such interest.

Section 4. Voting Rights: Each member shall have voting rights as set forth in the Articles of Incorporation.

ARTICLE V
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of the Assessments: Developer hereby covenants, and each Owner of any Lot (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance), including any purchaser at a judicial sale, shall hereafter be deemed and covenant and agree to pay to the Association:

- (A) Any annual assessment or charges,
- (B) Any special assessments for capital improvements or major repair; and
- (C) General maintenance assessments (as set forth hereafter).

Such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from due date at the highest legal rate of interest thereon and cost of collection thereof, including attorneys' fees, shall be charge on the land and shall be continuing lien upon the Lot against which each such assessment is made. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of a Lot or Lots.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents of WYNDSWEEP HILLS, and in particular, for the improvement and maintenance of the Common Areas, entrance way, roadways, street lights, irrigation well signage, drainage easements, drainage basin, retention areas and ingress, egress, public utilities easements and landscape easements. These costs shall include but not be limited to, the cost of taxes, insurance, labor, equipment and materials maintaining the entrance to construct, improve or maintain the entrance, platted roadway, roadways located on ingress, egress and public utilities easements, a security gate and related systems and any other activity undertaken by the Association from time to time, including electricity for street lights. In addition to the foregoing, the Association shall be required to contribute its prorata share of the maintenance cost based on percentage of the storm water, from Wyndswept Hills that flows into an offsite master drainage facility.

Section 3. Annual Assessments: The annual assessments, including funds for special improvement projects and for capital improvements, shall be determined by the Board. Each Owner shall pay their prorata share of the annual assessments based on the number of lots in the subdivision, 1/60 for each lot. The assessments shall be payable quarterly, biannually, or annually, as determined by the Board of Directors in advance, in accordance with the projected financial needs of the Association. The initial annual assessment during the first fiscal year of existence of the Association shall be Four Hundred and 00/100 dollars (\$400.00) per Lot. The due date of any special assessments shall be fixed in the resolution authorizing such assessment.

Section 4. The Developer, on the 11th day of November, 2005, at Official Plat Book 26, Page(s) 75-78 of the Public Records of Alachua County, Florida did record the plat to service the Lot Owners of WYNDSWEEP HILLS. As of the date of recordation, the Association has assumed the responsibility to

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maintain and repair the entranceway, roadway, ingress, egress and utilities easements, drainage easements and retention areas, utilizing its general and special assessment powers to defer the expenses thereof.

Section 5. Duties of the Board of Directors: The Board shall fix the amount of the assessment against each Lot at least thirty (30) days in advance of each fiscal year and shall, at that time, prepare a roster of the properties 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 be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The Association may charge a reasonable amount for said certificate.

Section 6. Effect of Non-Payment of Assessment-Lien Remedies of the Association: If the assessment is not paid within thirty (30) days after the date due, the assessment shall bear interest from the date of delinquency at the highest legal rate of interest, and the Association may bring an action to foreclosure the lien against the property, in like manner as a foreclosure of a mortgage on real property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, a reasonable attorney's fee to be fixed by the Court, together with costs of the action. Although no public authority is called upon to maintain the streets or roads lying within WYNDSWEEP HILLS, such funds shall constitute a lien and shall be due and payable from the Association and the individual property Owners to the same extent as an assessment for such purposes made by the Association.

Section 7. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide mortgage or mortgages (except from buyer to seller of Lot) now or hereafter placed upon the Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a final judgment of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

**ARTICLE VI
MAINTENANCE**

Section 1. Road Right of Way, Easements, and Retention Areas: The Association shall be responsible for maintenance of the Common Areas, road right of ways, ingress, egress and utilities easements, landscape easement, drainage easements and drainage basin and for maintenance (including clearing, mowing, tree trimming, or removal) of the drainage areas that may be required by any local governmental authority having jurisdiction. It is also responsible for the maintenance of the entrance to WYNDSWEEP HILLS including irrigation, lighting, signage and security devices and for maintenance of road right of ways and the entry features and gate, including street lights throughout the subdivision.

Section 2. Landscaped Areas: All landscape and vegetation areas contained on Lots shall be maintained by the Lot Owner in a live, healthy and growing condition, properly watered and trimmed. Any planting of grass, shrubs or trees, which become dead or badly damaged shall be replaced with similar sound, healthy plant materials. All trees and shrubs shall be kept trimmed. The Association shall be responsible to maintain all landscape and vegetation areas located within the Common Areas, ingress, egress and utilities easements, and drainage easements and drainage basins in a similar fashion.

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Section 3. General Maintenance: The Association may provide general maintenance upon any Lot, which is deemed by the Association to be in need of clearing, mowing, tree trimming or removal, or other general maintenance or landscaping. Prior to the Association taking such action as hereinabove set forth, the Association shall notify the Owner in writing at his last known address, stating what action needs to be taken by the Owner and, if after fifteen (15) days, such action is not taken by the Owner, the Association shall provide the necessary maintenance.

Section 4. Assessment of Costs: The costs of maintenance undertaken by the Association pursuant to Section 3 above shall be assessed against the Owner of the Lot deemed to be in need of such maintenance. In the event the assessment is not paid within sixty (60) days from the date payment is requested, the Board may proceed to lien the Lot pursuant to Article V, Section 6. In addition, the Board may treat such assessment, until paid, as a general expense of the Association, to be assessed against all Lots.

ARTICLE VII
ARCHITECTURAL COMMITTEE

For the purpose of insuring the development of WYNDSWEEP HILLS as a residential area of high standards, no building improvement, entrance, driveway or other improvement shall be allowed to be erected, placed or altered until a construction plan and specifications have been approved in writing by the Architectural Committee, as to the quality of workmanship and materials to be used, harmony of the exterior design with existing structures and as to the location with respect to the other Lots including all exterior colors, materials and finishes. The Architectural Committee shall be a permanent committee of the Association and shall initially have three (3) members, who shall be THOMAS H. TONNELIER, WAYNE C. BRYANT AND ROGER W. STEPHENS, and whose replacements shall continue to be designated by Developer, until such time as the Developer retains title to no Lot, or voluntarily relinquishes control, whichever shall first occur. At such time as the Developer no longer appoints members of the Architectural Committee, the Board of Directors of the Association shall select such members. At its discretion, Committee members may designate one of their Members to act as the chairperson for the Committee. The Architectural Committee shall have thirty (30) days after receiving appropriate plans and specifications to approve or disapprove same, and a failure to render a finding or object to improper documentation within that time period shall be deemed an approval of the plans and specifications as submitted and this covenant shall be deemed to have been fully complied with. In the event a residence or other improvement has been erected or its construction substantially advanced in violation of the terms of this covenant, the Association shall have the right to redress in a Court of competent jurisdiction, including the right of injunction and/or damages incurred by the Association to correct the violation, and the Owner shall be responsible for all Court costs and attorney's fees incurred by the Association in such action. In the event a violation occurs which in the opinion of the Committee is of a minor or insubstantial nature, it may release the Lot or portions thereof from the application of the covenants and restrictions set forth herein, but the members of the Architectural Committee must agree to such a finding unanimously.

ARTICLE VIII
GENERAL BUILDING RESTRICTIONS

Section 1. Single Family Structures Only: The Property shall be used for residential purposes only. No building shall be erected, placed, or permitted to remain on any portion of the Property other than single-family dwellings, not to exceed two living stories in height as specified in the design guidelines, plus a private garage for not less than two vehicles. There may be incorporated in or attached to any such dwelling a garage and storage, laundry, or servants' rooms when such servants' rooms are only for use in connection with and to serve the single family unit. Servants' quarters must be attached to the main residence and may not be erected prior to the construction of the main residence. No detached buildings or other structures of any kind shall be erected, altered, placed or permitted to remain on any Lot other than a swimming pool, tennis court, cabana,

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or other structure used solely as an auxiliary appurtenance to a swimming pool or tennis court or as is otherwise herein provided. A guesthouse may be constructed subject to Architectural Committee approval after the main residence is completed. The guesthouse shall only be used as temporary housing for guests. The same guests may not occupy the guesthouse for more than four (4) months during any seven (7) month period. The guesthouse may not be rented at any time.

Section 2. Garages, Accessory Buildings, and Driveways: No garage door may face a street, unless the Architectural Committee waives this restriction. Each home must contain a garage capable of storing at least two (2) cars. Accessory buildings (pool house, etc.) will be allowed and said accessory buildings are subject to prior Architectural Committee approval.

Section 3. Square Footage: No dwellings shall be constructed on any Lot in the subdivision, which shall contain less than 2,000 square feet of living area, excluding un-air conditioned porches and garages.

Section 4. Construction:

(A) Any Construction commenced on any Lot shall be completed within ten (10) months from the date of first delivery of any construction materials to the site.

(B) No building shall be located on any Lot in violation of the setback and easement lines indicated on the recorded plat of the subdivision.

(C) All residences shall be constructed of wood, brick, stone, or masonry.

(D) Fencing of the individual Lots must conform to the fencing standards developed by the Architectural Committee and set forth in the Rules and Regulations adopted and amended by Association from time to time. Chain link fencing is strongly discouraged and will be considered only when it is to be located to the rear of a house and when it is screened from view by other Lot Owners and by the common roadways by the use of vegetation and/or landscaping. All fencing, including fences to enclose any pool or yard, as well as the road frontage, rear and side Lot fencing referred to above, shall be submitted to the Architectural Committee for approval prior to the commencement of installation.

(E) Easements are reserved for utility installation and maintenance purposes and no permanent or temporary structure of any kind shall be erected in the area of an easement.

(F) All construction of any permanent improvements must comply with federal, state or local government laws, regulations or requirements and to the requirements of the Suwannee Water Management District. Approval by Architectural Committee in no way implies approval by any governmental agency.

(G) When a new home is constructed on a lot, it will be the obligation of the lot owner to construct a sidewalk, as per the design guidelines adopted by the Architectural Committee so there will be a continuous sidewalk throughout the project upon completion.

(H) Each lot owner shall be required to pipe and design the home to use natural gas for hot water and home heating, unless waived by the Architectural Committee.

Section 5. Minimum Landscape Requirements: Each lot owner shall be required to install landscaping and irrigation for each single family home. The landscape plan shall be submitted to the Architectural Committee for approval at the time of the submission of the construction plans.

Section 6. Variances: Provided that a noncompliance shall not violate any setback lines or other requirements established by the Plat of WYNDSWEEP HILLS, and further provided that such noncompliance

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shall not violate any county ordinances and building codes as amended from time to time, an Owner may obtain a variance from compliance with any of the architectural provisions set forth above by application and approval of a variance in the manner set forth herein. An application shall be submitted to the Architectural Committee together with appropriate plans, documents and other written explanation of the necessity for a variance, together with such application fee and other requirements as may be established by the Committee from time to time. Such variance shall require approval in writing by the Architectural Committee as well as approval by resolution of the Board of Directors of the Association. The granting of a variance shall not operate to waive any other terms and provisions of this Declaration nor be utilized for any purpose except as to the particular parcel and the particular provision covered by the variance request. A written approval shall be executed by the president of the Association as well as a representative of the Architectural Committee and shall be furnished to the Owner in recordable form.

ARTICLE IX
LAND USE AND RESTRICTIONS

Section 1. Exclusion for Business Purposes: No trade, business, service, or manufacture shall be conducted on any of the Lots in this subdivision or shall any building be erected thereon to be used in such purpose, provided, however, that a home office shall be allowed conditioned upon the requirement that it shall not generate more than six (6) visits per day by individuals who are not related to the Owner or members of the Owner's immediate family. In no event shall this provision be entitled to allow the maintenance of a home office if it is in violation of any ordinance of Alachua County or the City of Alachua.

Section 2. Nuisance: No activity shall be conducted on any Lot that may be or become an annoyance or nuisance to the remaining occupants of WYNDSWEEP HILLS.

Section 3. Signs: No signs of any character shall be displayed or placed on any part of the property of any Lot except for "For Rent" or "For Sale" signs, referring only to the premises on which displayed and not to exceed six (6) square feet and one sign to a Lot. No "For Sale" or "For Rent" signs shall be allowed in the right of ways or at the entrance to WYNDSWEEP HILLS.

Section 4. Noise: Residents shall exercise extreme care about making noise or using musical instruments, radios, televisions and amplifiers, and shall not make or permit any noises that will disturb or annoy the occupants of any dwelling or do or permit anything to be done which will infringe on the rights, comfort or convenience of other Owners. No recreational riding of motorized cycles or all terrain vehicles shall be allowed within the subdivision.

Section 5. Maintenance: All Lots in the subdivision shall be kept in a good and reasonable state of repair and appearance, as comparable to similar subdivisions in the surrounding area and no waste or damage to the premises shall be allowed to continue unremoved or unrepaired. Any Lot Owner shall have fifteen (15) days from the date of written notice from the Board of Directors or the Architectural Committee as to a lack of maintenance and if reasonable steps are not taken within that time period to correct the condition, the Association shall be entitled to undertake corrective measures with the reasonable cost thereof to be an obligation of the Lot Owner in accordance with the Assessment and Lien Procedure set forth elsewhere herein.

Section 6. Animals: The Owner(s) of any Lot may keep and maintain upon his property normal household pets with a maximum of two (2) dogs and two (2) cats as permanent pets. However, no livestock or poultry or other farm animals of any kind may be placed on any Lot.

Section 7. Vehicles: No vehicle or utility trailer shall be parked or maintained on Lot unless such vehicle or utility trailer is enclosed within a garage. No repairs to vehicles may be performed except in an enclosed garage.

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Section 8. Small Satellite Dish: Each Lot shall be entitled to maintain one (1) exterior satellite dish with a radius not to exceed 18", provided that the location thereof shall be placed so as to provide minimum visibility and exposure to the street, vehicular traffic and neighbors.

Section 9. Further Subdivision: No Lot shall be divided so as to create additional Lots,

Section 10. Motor Vehicles: Motorized vehicles may be used only in a manner so as not to create a nuisance to other occupants of WYNDSWEEP HILLS.

Section 11. Trash and Garbage: No accumulation of trash shall be allowed. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. Garbage cans shall be screened by fencing or landscaping so that they are not visible from other homes or the street. Containers shall be moved to the street on the morning of trash collection and returned to the storage area that same evening.

Section 12. Mailboxes: Mailboxes and mailbox stands shall be standard as set forth in the rules and regulations established by the Architectural Committee, as amended from time to time.

Section 13. Tree Removal Restrictions: Each Owner acknowledges that it is the intent of this Declaration and the Developer that the natural rural and pastoral atmosphere of the subdivision with numerous trees shall be encouraged and maintained to the greatest degree possible. Therefore, trees, including pine trees having a diameter of six (6) inches or more (measure four (4) feet from the ground level) may not be removed without the prior approval of the Architectural Committee.

Section 14. Clothes Drying Areas: No clothing, laundry or wash shall be aired or dried on any portion of a Lot exposed to view from any other Lot or from any portion of the street.

Section 15. Speed Limit: The speed limit on the streets in the subdivision is 15 miles per hour. The Association shall have the right to impose fines against Owners, their guests or members of their family for a violation of this restriction, provided that before imposition of any fine the Association adopt appropriate By-Laws setting forth amounts for any fines, notice requirements, the right to be heard, and such other due process requirements as may be adopted by the Association with prior notice to all Owners.

Section 16. Security: The Board of Directors shall promulgate rules and regulations regarding operation of the security gate of WYNDSWEEP HILLS, which shall be binding on all Owners.

Section 17. Landscape setbacks: No natural vegetation shall be removed or disturbed in the Landscape set back without the consent and approval of the architectural committee.

ARTICLE X GENERAL PROVISIONS

Section 1. Durations:

(A) These covenants are to run with the land and shall be binding upon all persons claiming under the Owners and all persons owning or residing on any Lot and shall be binding for a period of thirty (30) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then Owners of the Lots it is agreed to change or revoke said covenants in whole or in part.

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(B) Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 2. Notices: Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, prepaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement: In the event of violation or attempted violation of any one or more of these restrictions and maintenance covenants, the Association, acting through its Board of Directors, and the Owner or Owners of any Lot, acting either individually or collectively, shall have the right through action at law to enjoin such actual or threatened violation and to seek and recover damages therefor including reasonable attorney's fees and court costs.

Section 4. Severability: Failure to enforce any violation of these restrictions and maintenance covenants in one or more instances shall not in any manner be construed as a waiver of such provisions as to any other invalidation of such provision shall not constitute an invalidation of any other provision.

Section 5. Amendment: This Declaration may be amended by Developer until such a time as it turns over control of the Association to the members. Thereafter, this Declaration may be amended by a 2/3 majority vote of the Association at any annual or special meeting thereof, provided that at least ten days' advance notice of such meeting be given to all Owners and that said notice specify the amendment intended to be voted upon.

Section 6. Effective Date: This Declaration shall become effective upon recordation of this Declaration in the Public Records of Alachua County, Florida.

Section 7. Notice of Non-Dedication: WYNDSWEEP HILLS contains private streets or road rights of way that have not been dedicated to, nor accepted by, Alachua County and the maintenance of such private streets or road rights of way shall not be the responsibility of Alachua County.

Section 8. Insurance and Casualty Damage: All Owners shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance in an amount acceptable to the Association and with coverage adequate to cover the full replacement cost of any repair or reconstruction work on Owner's property. The Association shall have the right, from time to time, to demand proof of insurance coverage. In the event of damage or destruction by fire or other casualty to any real property

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of the Owner, the Owner shall, upon receipt of insurance proceeds, repair or rebuild such damage or destroyed portions of the exterior of the property in a good workmanlike manner substantially the same as the original plans and specifications of said property. If the Owner refuses or fails to institute repair or replacement within ninety (90) days from the date on which insurance proceeds are received, after fifteen (15) days advance written notice given to the Owner at the last known address, the Association may institute such repair or rebuilding and the Owner shall be obligated to reimburse the Association for the amount actually expended for such repairs or reconstruction, and the Association shall have a lien securing payment in the manner provided for herein for assessments.

IN WITNESS WHEREOF, WYNDSWEEP HILLS, LLC., has hereunto set forth their hand and seal on the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

WYNDSWEEP HILLS, LLC.

Witness: Mari Pendergast
Printed Name: Mari Pendergast

Thomas H. Tonnelier
By: THOMAS H. TONNELIER, Manager

Witness: Sandra E. Howe
Printed Name: Sandra E. Howe

By: THOMAS H. TONNELIER, Manager

Witness: Mari Pendergast
Printed Name: Mari Pendergast

Wayne C. Bryant
By: WAYNE C. BRYANT, Manager

Witness: Sandra E. Howe
Printed Name: Sandra E. Howe

By: WAYNE C. BRYANT, Manager

Witness: Mari Pendergast
Printed Name: Mari Pendergast

Roger W. Stephens
By: ROGER W. STEPHENS, Manager

Witness: Sandra E. Howe
Printed Name: Sandra E. Howe

By: ROGER W. STEPHENS, Manager

STATE OF FLORIDA
COUNTY OF ALACHUA

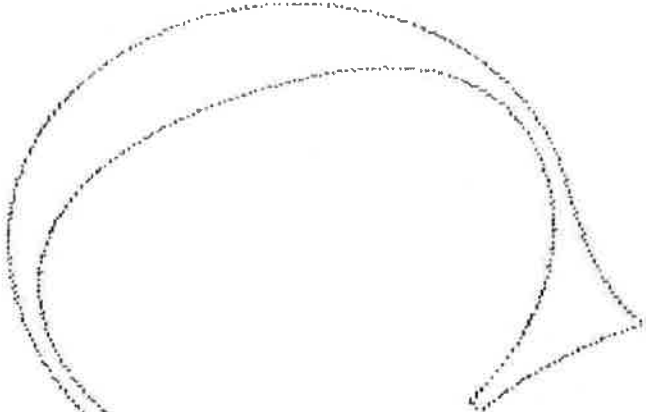
The foregoing instrument was acknowledged before me this 22nd day of December, 2005 by THOMAS H. TONNELIER, as Manager of WYNDSWEEP HILLS, LLC., a Florida limited liability company, who are personally known to me.



Mariene Pendergast
My Commission DD248314
Expires September 09 2007


Mari Pendergast
Notary Public Mari Pendergast

INSTRUMENT # 2206038
40 PGS



STATE OF FLORIDA
COUNTY OF ALACHUA


The foregoing instrument was acknowledged before me this 22nd day of December 2005 by WAYNE C. BRYANT, as Manager of WYNDSWEEP HILLS, LLC., a Florida limited liability company, who are personally known to me.

 Mariene Pendergast
My Commission DD248314
Expires September 09, 2007

Mariene Pendergast
Notary Public Mariene Pendergast

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 22nd day of December 2005 by ROGER W. STEPHENS, as Manager of WYNDSWEEP HILLS, LLC., a Florida limited liability company, who are personally known to me.

 Mariene Pendergast
My Commission DD248314
Expires September 09, 2007

Mariene Pendergast
Notary Public Mariene Pendergast

