

PREPARED BY:  
 LEANNE B. WAGNER, ESQ.  
 FRANK WEINBERG & BLACK, PL  
 140 SOUTH BEACH STREET, SUITE 310  
 DAYTONA BEACH, FL 32119

**CERTIFICATE OF AMENDMENT TO THE  
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
 WINDSOR HILL OF PORT ORANGE HOMEOWNERS'  
 ASSOCIATION, INC.**

THIS AMENDMENT to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WINDSOR HILL OF PORT ORANGE HOMEOWNERS' ASSOCIATION, INC. is made as of this 5th day of ~~August~~ September, 2023, by the corporation, not-for-profit.

**RECITALS:**

WHEREAS, WINDSOR HILL OF PORT ORANGE HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association") is a homeowners association governed by, and operated in accordance with, its Declaration of Covenants, Conditions and Restrictions, as amended from time to time (hereinafter referred to as the "Declaration"), recorded in Official Records Book 3675, Page 1687 of the Official Records of Volusia County, Florida; and

WHEREAS, the members of the Association have amended the afore-described Declaration as more particularly set forth on the Amendment attached hereto as Exhibit "A"; and

WHEREAS, the Association warrants and represents that such amendments were properly adopted, with the approval of at least seventy-five (75%) percent of the members of the Association as more particularly set forth in Article VII, Section 3 of the Declaration.

NOW, THEREFORE, the afore-described Declaration of WINDSOR HILL OF PORT ORANGE HOMEOWNERS' ASSOCIATION, INC., shall be and the same is hereby amended to incorporate the attached Exhibit "A."

IN WITNESS WHEREOF, the Association has caused these presents to be executed by its duly authorized officer and the seal of the Corporation affixed hereto this 5th day of ~~August~~ September, 2023.

**WINDSOR HILL OF PORT ORANGE  
 HOMEOWNERS' ASSOCIATION, INC.**

ATTEST:

By: *Jeffrey A. Sumner*  
 Printed Name: Jeffrey A. Sumner  
 Title: SECRETARY

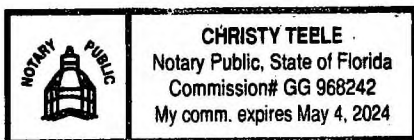
By: *Terri Bare*  
 Printed Name: Terri Bare  
 Title: PRESIDENT

STATE OF FLORIDA                     )  
   ) §§  
 COUNTY OF VOLUSTA                )

THE FOREGOING INSTRUMENT was acknowledged before me this 5<sup>th</sup> day of September, 2023, by means of ☒ physical presence or ☐ online notarization, by Jeffrey J. Jander and Heather M. Jander, each on behalf of WINDSOR HILL OF PORT ORANGE HOMEOWNERS' ASSOCIATION, INC., both of whom ☐ are personally known to me or ☒ produced a Florida driver's license as identification. FLN

My Commission Expires:

5/4/2024



Christy Teele  
 Notary Public, State of Florida  
Christy Teele  
 Printed Name of Notary Public

## EXHIBIT "A"

### AMENDMENTS TO THE DECLARATION

Additions are underlined  
Deletions are ~~stricken through~~

#### ARTICLE IV, COVENANT FOR MAINTENANCE ASSESSMENTS

Section 3. **Maximum Annual Assessment.** ~~Until January 1 of the year immediately following the conveyance of the first Lot to an Owner,~~ Effective as of January 1, 2024, the maximum annual assessment shall be sixty dollars (\$60.00) Two Hundred (\$200.00) Dollars per Lot.

(a) From and after January 1, 2025 ~~of the year immediately following the conveyance of the first Lot to an Owner,~~ the maximum annual assessment may be increased each year not more than ten (10%) percent ~~5%~~ above the maximum assessment for the previous year without a vote of the membership.

(b) ~~From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 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. Notwithstanding the foregoing, any increases in the Association's costs for items included in the Association's annual budget, and any costs for the necessary maintenance, repair and replacement of items not otherwise included in the Association's annual budget, shall not be subject to the increase limitation in the preceding section.~~

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

Section 4. **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized below, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in 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 in excess of \$2,000.00 shall have the assent of two-thirds (2/3) fifty-one (51%) percent ~~of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.~~