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AMENDMENT TO WILLOWOOD, UNIT I,
DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, That this AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS, made and entered into as of this 5th day of ~~May~~ JUNE, A.D., 1985, by WILLOWOOD DEVELOPMENT COMPANY, a Florida general partnership, hereinafter referred to as the "Developer".

RECITALS

A. The Developer promulgated a certain DECLARATION OF COVENANTS AND RESTRICTIONS for WILLOWOOD, UNIT I (the "Declaration"), dated the 23rd day of May, A.D., 1984, and recorded in Official Records Book 3513, Page 2137, Public Records of Orange County, Florida.

B. In accordance with Article VII, Section 2 and in Section 3 the ARCHITECTURAL REVIEW BOARD appointed by the Developer has the authority to amend the ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA (the "Planning Criteria") the original of which is attached as Exhibit "A" to the Declaration.

C. The Architectural Review Board has amended the Planning Criteria and the Developer desires to place of public record the new Planning Criteria.

NOW, THEREFORE, the Developer declares that the real property described as the Subject Property in Article I of the Declaration shall be held, transferred, sold, conveyed and occupied subject to the provisions of the Planning Criteria as amended and attached as Exhibit "A" attached hereto.

In accordance with the terms of the Declaration, a copy of the Amended Planning Criteria has been sent to all Members of the Association, certified, return receipt requested.

As of the recording of this Amendment, all property located within WILLOWOOD, UNIT I, per the recorded plat in Plat Book 13, Pages 145 and 146, Public Records of Orange County, Florida, shall be transferred, sold, conveyed and occupied subject to the terms of the Planning Criteria as amended in accordance with the attached Exhibit "A".

IN WITNESS WHEREOF, the Developer, WILLOWOOD DEVELOPMENT COMPANY, has caused this instrument to be executed by its duly authorized general partner all as of the day and year first above written.

Signed, sealed and delivered in the presence of:

WILLOWOOD DEVELOPMENT COMPANY

Lindsay Beidler
Jean Pierre Cuennant

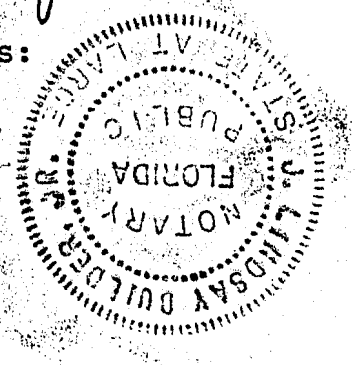
By: J.P. Cuennant
Jean Pierre Cuennant,
a Partner

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5th day of ~~May~~ JUNE, 1985, by JEAN PIERRE CUENNANT, a partner, on behalf of WILLOWOOD DEVELOPMENT COMPANY.

Lindsay Beidler, Jr.
NOTARY PUBLIC

My Commission Expires:
Notary Public, State of Florida
My Commission Expires June 23, 1987.
Bonded thru Troy Rain - Insurance, Inc.



RETURN TO:
J. LINDSAY BUIDLER, ESQUIRE
P.O. BOX 1570
WILTER PARK, FL 32790

AMENDMENT NUMBER ONE
TO
EXHIBIT "A"
ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA

1. Building Type and Location. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling not to exceed thirty-five (35) feet in height, with a minimum of two thousand (2,000) square feet of heatable living area, exclusive of open porches and garages, a private and closed garage for not less than two (2) nor more than four (4) cars, and storage room or tool room attached to the ground floor of such garage. Unless approved by the ARB as to use, location and architectural design, no garage, greenhouse, tool or storage room, or any other structure may be constructed separate and apart from the Living Unit, nor can any structure be constructed prior to the Living Unit. Approval for the location of any Living Unit on a Lot must be obtained from the ARB prior to the laying of a foundation for the Living Unit. In approving such Living Unit location, the ARB will consider a location of a Living Unit on the Lot which disturbs the least number of trees and position the Living Unit on the Lot to its greatest esthetic advantage.

The exterior color scheme for each Living Unit must be submitted to and approved by the ARB prior to commencement of construction, such scheme to include the color of the roof, exterior walls, shutters, trim, etc.

2. Roofs. Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches and patios. There shall be no flat roofs on the entire main body of a Living Unit. The ARB shall have discretion to approve such roofs on part of the main body of a Living Unit, particularly if modern or contemporary in design. No built up roofs shall be permitted, except on approved flat surfaces.

The composition of all pitched roofs shall be cedar shake shingle, slate or concrete construction, tile or other composition approved by the ARB. All pitched roofs must have at least 6/12 slope, unless otherwise approved by the ARB.

3. Garages. In addition to the requirements stated in paragraph one, all garages must have a minimum width of twenty-two (22) feet for a two car garage; thirty-three (33) feet for a three car garage; or forty-four (44) feet for a four car garage, measured from inside walls of garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two car garage or two (2) sixteen (16) foot doors for a four car garage, or two (2), three (3), or four (4) individual overhead doors, each a minimum of eight (8) feet in width, and a service door, if feasible, said service door facing to either the side or the rear of the Lot. The garages facing the side yard shall be screened from view from the street by landscaping. Garage doors on all corner Lots or that face either towards a street or the side of a Lot must be constructed entirely of natural wood or press wood material. Except for corner Lots, garage doors that face the rear of a Lot may be constructed of natural wood, press wood material, steel or aluminum. All garage doors shall be equipped with electrical or other self-powered automatic garage door opening devices. On all Lots the garage shall face the side or rear of the Lot unless otherwise approved in writing by the ARB. No carports will be permitted.

4. Driveway Construction. All Living Units shall have a paved driveway of stable and permanent construction of at least

sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed of brick, concrete or asphalt. When curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion and in such a way as to be acceptable to the ARB.

5. Dwelling Quality and Color. The ARB shall have final approval of all exterior building materials. Eight inch struck joint concrete block shall not be permitted on the exterior of any Living Unit or detached structure. The ARB shall discourage the use of imitation brick or stone for front or side material and encourage the use of front or side materials such as brick, stone, wood and stucco, or a combination of the foregoing on all elevations. If the exterior of the Living Unit is to be stucco, the stucco must be painted after the stucco has been applied. Paint or coloring agent may not be integrated with the stucco and applied. All exterior wood on a Living Unit must be painted or stained with a color or stain approved by the ARB. If the Living Unit is on a corner Lot, the exterior finish must be the same or compatible on all sides exposed to the street.

6. Signs. No sign of any kind shall be displayed to the public view on any Lot unless approved by the ARB, and then only for the purposes of advertising the house and Lot for sale during and after the construction of the house. After the sale of the house by the builder who constructed it, no "for sale" signs of any kind shall be displayed to the public view on any Lot for whatever purpose, including the resale of the Lot by the then Owner.

7. Games and Play Structures. All basketball backboards and any other fixed games and play structures shall be located at the side or rear of the Living Unit not visible from the street, or on the inside portion of the corner Lots within the set back lines. Treehouse or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the Living Unit.

8. Fences and Walls. Composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ARB. Chain link fences will not be permitted. The "finished" side of any such fence or wall improved or constructed shall face to the outside of the Lot, so as to be visible as viewed from the property surrounding the Lot upon which same is constructed.

9. Landscaping. A basic landscaping plan for each Living Unit must be designed and submitted to the ARB for approval. Existing trees to be removed should be shown and may not be removed without the prior approval of the ARB. The ARB will require each Living Unit to be extensively landscaped.

(a) Each Living Unit shall have at least seven (7) shade/citrus trees per Lot, the type to be planted shall be subject to the approval of the ARB and must have ten (10) to twelve (12) foot of height and six (6) to eight (8) foot of spread.

(b) Palms, subject to the approval of the ARB, can be substituted for shade trees. However three (3) palms will be required to receive credit for one (1) shade tree.

(c) Large shade trees shall not be planted in locations that would immediately or in the future create a nuisance, seriously shade a pool or screen the view of an adjoining Lot.

(d) Irrigation must be provided to the edge of the pavement located within the public right-of-way.

(e) At least one Live Oak Tree (*Quercus Virginiana*), ten (10) to twelve (12) feet of height and six (6) to eight (8) feet of spread, single trunk two (2) inch caliper must be planted every fifty (50) feet within the public right-of-way contiguous with each Lot. The location of these trees must be approved by the ARB.

10. Swimming Pools and Tennis Courts. Any swimming pool or tennis court to be constructed in any Lot shall be subject to requirements of the ARB, which include, but are not limited to the following:

(a) Composition to be of material thoroughly tested and accepted by the industry for such construction.

(b) The location and construction of any tennis or badminton court must be approved by the ARB.

(c) The outside edge of any pool wall must be at least four (4) feet inside a line which is the extension of the side wall of the Living Unit.

(d) No screening of a pool area may stand beyond a line extended and aligned with the side walls of the dwelling unit unless approved by the ARB. Screens must be charcoal, black or grey in color. Materials must be approved by the ARB.

(e) No overhead electrical wire shall cross the pool. All pool lights other than the underwater lights must be at least four (4) feet from the edge of the pool.

(f) If the backyard surrounding a pool is not fenced, the pool itself must be enclosed by a fence not less than five (5) feet high. Any entrance gate to the backyard or the pool must be constructed with a self-closing latch placed at least forty (40) inches above the ground.

11. Garbage and Trash Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure which the ARB shall require to be constructed with each Living Unit. The enclosure shall be located out of sight from the front or side streets and from the adjacent Lot. There shall be no burning of trash or any other waste material.

12. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently.

13. Clotheslines. No clotheslines shall be placed on any Lot at any time.

14. Removal of Trees. In reviewing the building plans, the ARB shall take into account the natural landscaping such as trees, shrubs, palmettos, and encourage the builder to incorporate them in his landscaping plan. No trees can be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction or landscaping of a Living Unit. If any tree(s) is (are) removed without the approval of the ARB, the ARB shall have the right to require the Owner, or builder, to replace at the expense of the Owner (builder) the removed tree(s) with comparable tree(s) approved by the ARB. If the Owner (builder) refuses upon ten (10) days' written notice, the ARB may replace such removed

tree(s) and charge the expense thereof to the Owner (builder). The ARB may record a lien against the Lot to secure payment of the cost of replacing the tree(s), including administrative costs, legal fees and costs, and costs of architects and/or landscaping architects.

15. Window Air-Conditioning Units. No window air-conditioning units shall be permitted.

16. Sod. Except for the area reserved for the road, the driveways, the walkways, the shrubbery and other garden type plans, all Lots shall be sodded from the back side of the curb of the street that runs in front and/or side of the dwelling unit constructed thereon to the rear line of the Living Unit.

All lands forming portions of a public right-of-way between the boundary of a Lot and the pavement installed within the right-of-way shall be sodded by the adjacent and abutting Lot Owner. Also, the Owners of each Lot which is contiguous with any of the Tracts upon which are located sidewalks, shall be required to sod the area between the rear or side property line of the Lot and the sidewalk to the side (or rear) yard line as extended to such sidewalk. The Owner of the Lot will be required to include such sodded area described in this Paragraph within its irrigation system and to maintain such area as if it were a part of the Owner's back or side yard. Failure of the Owner to so maintain such area will subject the Owner to the provisions of Article VII, Section 4, "Enforcement of Planning Criteria".

17. Commercial Communication Equipment Prohibited. Use of any communication equipment on any Lot or in any Living Unit including, but not limited to, CB radios, antennas, ham radios, etc., for private or commercial purposes of any kind shall be prohibited.

18. Exterior Antennas. No exterior radio, television or electronic antenna or aerial may be erected or maintained on any Lot; provided, however, that the ARB may grant temporary permission to erect and maintain television antennas to the Owners which cannot be served by existing cable television facilities because of the present unavailability of such facilities and which do not have sufficient space between the roof of such Living Unit and the ceiling immediately below such roof, to install an indoor antenna. Such temporary outdoor antenna must be removed at such time as cable television facilities are available to serve such Living Unit.

19. Exterior Light Fixtures. No exterior lighting fixtures shall be installed on any Lot or Living Unit without adequate and proper shielding or fixture. No lighting fixture shall be installed that may be or become an annoyance or a nuisance to the residents of adjacent Living Units.

20. Vehicles and Repairs. The parking of any unsightly vehicles as determined from time to time by the ARB or commercial vehicles, which description shall include, but not be limited to trucks, truck-tractors, semi-trailers and commercial trailers, as well as the parking of any travel or recreation trailers, including self-propelled or those towed, as well as any mobile homes, at any time on driveways or otherwise on any Lot or on the public streets of the Subject Property, is prohibited except for loading or unloading purposes or when parked entirely within a garage permitted to be built under the provisions of these restrictions. Boats and/or boats and boat trailers may not be parked at any time on driveways or otherwise on any Lot or on the public streets of the Subject Property. They may be stored within the garage of the Living Unit. There shall be no repair, except emergency repair, performed on any motor vehicle on or adjacent

to any Lot in the Subject Property. It is acknowledged and agreed by all Owners by purchasing a Lot that a violation of any of the provisions of this paragraph shall impose irreparable harm to the other Owners. All Owners further agree that a reasonable assessment of such damages would be \$50.00 for each day that such violation occurs after notification by either the Developer or a duly elected representative of the Association. All Owners further agree that until the Association is formed, the Developer would be the appropriate party to enforce this paragraph and to whom said assessment for damages would accrue, which assessment for damages would then be used for the benefit of all Owners, with the further agreement that the Association will take over said rights, duties and responsibilities after it is formed.

21. Easements. Easements for installation and maintenance of 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 Orange 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 low or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which are or might be prohibited by the public authority to whom said easement is given. 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.

22. Air-Conditioning Units, Pool Equipment, Irrigation Pumps, etc. No air-conditioning units, either central or wall units, pool equipment, irrigation pumps, pool heaters, or other mechanical equipment shall be placed on the front of any Living Unit. If such equipment is placed to the side or rear of any such Living Unit but is still visible to or from any public street, bikeway, or adjacent Living Unit, it shall be permissible to so locate such equipment if the same is screened with a permanent type of building material and cannot be seen from any street, bikeway, or adjacent Living Unit, from any angle.

23. Chimneys. Any exposed portion of a chimney outside of the Living Unit shall be constructed solely of brick, stone, stucco or wood. If the fireplace is a metal (self insulated) type with a metal spark arrestor at the top of the chimney, this arrestor must have a cowling or surround made of a material approved in advance in writing by the ARB.

24. Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB. The exterior finish of the mailbox should be compatible with the material of the Living Unit itself. No mailbox or paperbox shall be placed on top of a pole or post, a structure must be built to hold the mailbox or paperbox. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the Living Unit.

25. Windows. All windows in Living Units must be either wood or aluminum with the color of the finish being either bronze or white. No steel or aluminum awning or casement windows shall be permitted. No mirrored glass finish shall be permitted in windows.

26. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the Lot lines extended. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

27. Utility Connections. All house connections for all utilities including, but not limited to, water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such manner to be acceptable to the governing utility authority.

28. Trade or Business or Obnoxious Activities. No trade or business or obnoxious or offensive activity shall be carried on upon any Lot or Living Unit nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

29. Storage of Construction Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot except for purposes of construction on such Lot and shall not be stored on such Lots for longer than that length of time reasonably necessary for the construction in which same is to be used.

30. Invalidation of Individual Criteria. 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.

RECORDED & RECORD VERIFIER

Thomas H. Fisher

County Comptroller, Orange Co., Fla.

**AMENDMENT TO WILLOWOOD, UNITS I & II
DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS AMENDMENT (this "Amendment") is entered into this 4th day of June, 1991 by the WillowWood Homeowner's Association, Inc. (hereinafter referred to as the "Association").

WHEREAS, WillowWood, Units I & II are subject to certain Declarations of Covenants and Restrictions recorded in O.R 3513 Pages 2137-2162 and O.R 3864 Pages 3349-3374, respectively, of the Public Records of Orange County, Florida (the "Declarations"); and

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WHEREAS, a general meeting of the members of the Association was held on June 20, 1989 to approve an amendment to the Declarations; and

OR 4293 PG 4781

WHEREAS, a written copy of the proposed amendment was furnished to each member at least thirty (30) but not more than ninety (90) days prior to the meeting; and

WHEREAS, at least fifty-one percent (51%) of the members of the Association approved the amendment either in person at the meeting or by written proxy delivered prior to the meeting.

NOW, THEREFORE, the Association hereby amends the Declarations as follows:

Article VI, Section 3(a) is amended in its entirety to read as follows:

(a) Original Assessment. The original assessment shall be Three Hundred Dollars (\$300.00) per Lot and shall be paid by the first purchaser of the Lot and by all subsequent purchasers of the improved property. The Association may use any part or all of said sum for the purposes set forth in Section 2 of this Article.

IN WITNESS WHEREOF, the Association, by and through its President and Secretary, have executed this Amendment on the day and year first above written.

Signed, sealed and delivered in the presence of:

**WILLOWOOD HOMEOWNER'S
ASSOCIATION, INC.**

Donald Watta

By: Eric Reinhardt
Its President

Barbara J. Reinhardt

By: Greg Emmer
Its Secretary

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 4th day of June, 1991, by Eric C. Reinhardt and Greg Emmer, President and Secretary, respectively, of WillowWood Homeowner's Association, Inc.

Eric C. Reinhardt
8512 Sunset Willow Ct
Orlando, FL 32811

RECORDED & RECORD VERIFIED

Martha O. Haynie
County Comptroller, Orange Co., FL

Donald Watta
NOTARY PUBLIC
NOTARY PUBLIC - STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOVEMBER 12, 1994
BONDED TRU HUCKLEBERRY & ASSOCIATES

MARTHA O. HAYNIE,
Orange County
Comptroller
By Debb
Deputy Clerk

Rec Fee \$ 5.00
Add Fee \$ 1.00
Doc Tax \$
Int Tax \$
Total \$ 6.00