

**AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR WILLOWWOOD, UNIT ONE & UNIT TWO**

**KNOW ALL MEN BY THESE PRESENTS**, that this Amended and Restated Declaration of Covenants and Restrictions for Willowwood, Unit One & Unit Two ("Declaration"), is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026 ~~3<sup>rd</sup> day of February, A.D., 1987~~, by ~~WILLOWWOOD DEVELOPMENT COMPANY,~~ WILLOWWOOD HOMEOWNERS' ASSOCIATION, INC. a Florida general partnership, ~~hereinafter referred to as the "Developer".~~ hereinafter referred to as "Association".

**RECITALS**

~~A. The Developer is the owner of the Subject Property, as defined in Article I of this Declaration, and desires to add the Subject Property to the Existing Property as defined in the Declaration of covenants and Restrictions recorded in Official Records Book 3513, Page 2137, Public Records of Orange County, Florida (the "Original Declaration"). The Subject Property is a part of the "Willowwood Development Property" described in the Original Declaration.~~

~~—B. The Developer is creating in the Willowwood Development Property a residential community with playground, open spaces, and other common facilities for the benefit of said community.~~

~~—C. The Developer is developing the Willowwood Development Property in phases, the first phase of which was the portion described in the Original Declaration and the second phase of which is the portion described as the Subject Property in Article I.~~

~~D. A.~~ The Developer Association desires to provide for the preservation of the values and amenities in said of "the Properties", as defined in Article I, community and for the maintenance of street lights, playgrounds, open spaces, and other common facilities; and, to this end, desires to subject the Subject Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Subject Property and each Owner thereof.

~~—E. B.~~ The Developer Association has deemed it desirable, for the efficient preservation of the values and amenities in said community, to ~~create~~ continue an agency to which ~~should be~~ has been delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

~~—F. C.~~ The Developer Association is ~~has~~ incorporated under the laws of the State of Florida, as a nonprofit corporation, WILLOWWOOD HOMEOWNERS'

ASSOCIATION, INC., the purpose of which is to exercise the functions aforesaid for the Willowwood ~~Development Property Community~~.

## **DECLARATION**

**NOW, THEREFORE**, the ~~Developer~~ Association declares that the real property described as the Subject Property in Article I 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.

### **~~THIS INSTRUMENT PREPARED BY:~~**

~~J. LINDSAY BILDER, JR., ESQUIRE  
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359 Carolina Avenue  
Post Office Box 1570  
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## **ARTICLE I** **DEFINITIONS**

**Section 1.** The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the WILLOWWOOD HOMEOWNERS' ASSOCIATION, INC.

(b) "The Properties" shall mean and refer to the property included and identified on the Plat for WILLOWWOOD UNIT ONE recorded at Plat Book 13, Page 145, in the Official Records for Orange County, Florida, and the property included and identified on the Plat for WILLOWWOOD UNIT TWO recorded at Plat Book 19, Page 15, in the Official Records for Orange County, Florida, Existing Property, and the Subject Property as defined in this Declaration, and additions thereto, as are subject to this Declaration or any subsequently recorded Supplemental Declaration under the provisions of Article II. which term shall also mean the Willowwood Development Property.

(c) "Common Property" shall mean and refer to those areas of land designated as alphabetical tracts with the word "Tract" followed by a capital letter such as "Track A," and shown on any recorded subdivision plat of The Properties intended to be devoted to the general use and enjoyment of the Owners of The Properties.

(d) "Lot" shall mean and refer to any plot of land shown on any recorded subdivision plat of The Properties, with the exception of Common Property heretofore defined. The word Lot shall also include the Living Unit located thereon when a house has been constructed on the Lot.

(e) "Living Unit" shall mean and refer to any portion of a building or a single-family structure situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the record owner, ~~including the Developer~~, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but notwithstanding any applicable theory of the mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III, Section 1.

~~(h) "Existing Property" shall mean and refer to WILLOWWOOD, UNITS ONE AND TWO, as per the recorded plats in Plat Book 13, Pages 145 and 146, Public Records of Orange County, Florida, and in Plat Book 19, Pages 15 and 16, Public Records of Orange County, Florida, inclusive.~~

~~(i) "Subject Property" shall mean and refer to WILLOWWOOD, UNIT TWO, per the record plat in Plat Book 19, Pages 15 and 16, Public Records of Orange County, Florida.~~

## **ARTICLE II** **PROPERTY SUBJECT TO THIS** **DECLARATION AND ADDITIONS TO EXISTING PROPERTY**

**Section 1. Property Subject to Declaration.** The Subject Property ~~ies are is~~, and shall be, held transferred, sold, conveyed, and occupied subject to this Declaration.

**Section 2. Additions to Existing Property.** Additional land may become subject to this Declaration by any one of the following procedures:

(a) The ~~Developer~~ Association, its successors and assigns, shall have the right, but not the obligation, to bring within the scheme of this Declaration additional property not presently a part of the Willowwood ~~Community Development Property~~. Such additional property must be contiguous to the Willowwood ~~Community Development Property~~ and will be added in the same manner and with the same intent as the ~~Existing~~ Properties.

The additions authorized under this subsection shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the basic scheme of the covenants and restrictions of this Declaration to such property.

Such Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect experience or different character, if any of the added properties. In no event, however, shall such Supplemental Declarations revoke, modify or add to the covenants and restrictions established by this Declaration within the Subject Property Properties.

Any such Supplemental Declaration of Covenants and Restrictions shall be approved by a majority vote of the total membership at a membership meeting where a quorum is established and shall interlock all rights of Members of the Association to the end that all rights resulting to Members of the Association shall be uniform as between and among all sections of the Properties.

**(b) Mergers.** Upon a merger or consolidation of the Association with another association as will be provided its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this declaration and any Supplemental Declarations upon The Properties. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Subject Property, except as hereinafter provided.

**Section 3. General Provisions Regarding Additional Property.** Regardless of the above method used to add additional property to the terms and provisions of this Declaration, no addition shall revoke or diminish the rights of the Owners of any Lot to utilize the Common Property as established hereunder except to grant to the Owners of The Properties being added the right to use the Common Property as established hereunder and the right to proportionately change voting rights and assessments, as hereinafter provided.

## **ARTICLE III** **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

### **Section 1. Membership**

**(a)** Except as set forth herein, every owner shall be a member of the Association. No person or entity who holds record title of a fee or undivided fee interest in any Lot merely as a security for the performance of any obligation shall be a member. A builder or realtor who in its normal course of business purchases a Lot for the purpose of constructing a Living Unit thereon for resale shall not become a Member of the Association. Only those persons who purchase a Lot and improvements thereon after completion of construction ~~and the Developer~~ shall be Members. If a builder does occupy

the Living Unit, and does pay all the assessments required in Article VI, he shall become a member.

~~(b) For the purpose of this Article the Developer shall be considered the record Owner of a fee interest in and therefore a Member in regards to all unsold Lots and completed but unsold Living Units in The Properties. The Properties contain a total of 117 Lots.~~

~~(c) The Developer shall also have the Voting Rights to all lots owned by persons or entities not entitled to Membership as herein defined.~~

**Section 2. Voting Rights.** The Association shall have ~~two~~ one classes of voting membership.

**Class A.** Class A Members shall be all those Owners as defined in Section 1. ~~with the exception of the Developer.~~ Class A Members shall be entitled to one vote for each Lot in which they hold interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

~~**Class B.** Class B Member shall be the Developer. The Class B Member shall be entitled to four votes for each Lot in which it holds the interest required for membership by Section 1, for each entitled to membership.~~

## **ARTICLE IV** **PROPERTY RIGHTS IN THE COMMON PROPERTY**

**Section 1. Use of Common Property.** Subject to the provisions of Section ~~3~~ 2 of this Article, every Member shall have a right and easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every Lot.

~~**Section 2. Title to Common Property.** The Developer may retain the legal title to the Common Property until such time as it has completed improvements thereon and until such time as in the opinion of the Developer, the Association is able to maintain the same. The Developer may convey to the Association certain items of the Common Property and retain others. To illustrate, the Developer may, at its discretion, immediately convey to the Association all landscaped beautification areas upon completion of same without conveying to the Association other Common Property. Notwithstanding any provision herein to the contrary, the Developer hereby covenants, for itself its successors and assigns, that it shall convey all Common Property located within The Properties when the Developer has legally conveyed to Owners other than itself one hundred percent (100%) of the Lots within The Properties.~~

**Section 3. 2 Extent of Members' Rights.** The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of ~~the Developer and of~~ the Association, in accordance with its articles and By-Laws, to borrow money for the purpose of improving the Common Property, and in aid thereof, to mortgage the Common Property; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure; and

(c) The right of the Association as provided in its Articles, this Declaration, ~~and~~ By-Laws, and Rules to suspend the enjoyment right of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Property; and

(e) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided, however that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless ~~written notice of the proposed agreement and action thereunder is sent every member at least thirty (30) days in advance of any action takes; and unless fifty one percent (51%) of the Members entitled to cast the votes of the membership in accordance with Article III, the assent of fifty-one percent (51%) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose, notice of which shall have been sent to all Members at least thirty (30) days in advance and shall have set forth the purpose of the meeting~~ have agreed to such dedication, transfer, purpose or condition. ~~, and~~

~~(f) The rights of Members of the Association shall in no way be altered or restricted because of the location of the Common Property in a phase of The Properties in which such member is not a resident. The Common Property shall be used by the membership, notwithstanding, the section of The Properties in which the Lot is acquired.~~

## **ARTICLE V** **EASEMENTS**

**Section 1. Owners' Rights and Duties; Utilities.** The rights and duties of the Owners with respect to water, sewer, electricity, gas, and telephone lines and drainage facilities shall be governed by the following:

~~(a) Wherever sanitary sewer house connections, water house connections, electricity, gas, and telephone lines or drainage facilities are installed within~~

~~the Subject Property, the Owners of any Lot served by said connections, lines or facilities shall have the right, and there is hereby reserved to the Developer, its successors and assigns, an easement to the full extent necessary therefor, together with the right to grant and transfer the same to the Owners, to enter upon the Lots owned by others, or to have utility companies enter upon the Lots owned by others, in or upon which said connections, lines or facilities or any portion thereof lie, to repair, replace and generally maintain said connections, lines or facilities, as and when the same may be necessary as set forth below.~~

~~(b)~~ (a) Wherever sanitary sewer house connections, water house connections, electricity, gas, and telephone communication lines or drainage facilities are installed within the Subject Property Properties, which connections serve more than one (1) Lot, the Owner of each lot served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot. In the event that an Owner or a public utility company servicing such owner enters upon a Lot or any portion of the Properties in furtherance of the foregoing, it shall be obligated to repair such Lot and restore it to its condition prior to such entry.

~~**Section 2. Construction and Sales.** There is hereby reserved to the Developer, its successors and assigns, including, without limitation, its sales agents and representatives, and prospective purchasers of Lots together with the right of the Developer, its successors and assigns, to grant and transfer the same, over the Common Property easements for construction, utility lines display, maintenance, and exhibit purposes in connection with the erection and sale of Living Units within the Subject Property; provided, however, that such use shall not be for a period beyond the earlier of (i) ten years from the conveyance of the first Lot to an Owner; or (ii) the occupancy of all Living Units by persons other than the builder of such Living Unit (unless the builder pays all assessments required by Article VI); and provide further, that no such use by the Developer and other shall otherwise restrict the Members in the reasonable use and enjoyment of the Common property.~~

~~**Section 3. Utilities.** Easements over the Subject Property for other installation and maintenance of electric, telephone, water, gas, sanitary sewer lines and drainage facilities as shown on the recorded plat of the Subject Property are hereby reserved by the Developer, its successors and assigns, together with the right to grant and transfer the same.~~

## **ARTICLE VI**

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.**  
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, hereby covenants and agree to pay to the Association (1) an original assessment any transfer fees; (2) annual assessments; and (3) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. ~~Provided, however,~~

~~the Developer shall not be required to pay any assessments for any Lots it owns or for any Lots for which it is considered a Member.~~ The annual and special assessments, together with such interest, thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due and any subsequent purchases.

If the assessments are not paid on the date when due, then said assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof as are hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, ~~his~~ heirs, devisee, personal representatives and assigns. The Association may cause a lien to be recorded in the Public Records giving notice to all persons that the Association is asserting a lien upon the Lot for the unpaid assessments, interest thereon and costs of collection, including both legal fees and costs and administrative costs.

If the assessment is not paid within thirty (30) days after the delinquency date, the Association shall have the right to charge a late fee of ten (10%) percent of the assessment amount, or twenty (\$20) dollars, whichever is greater, plus assessment shall bear interest from the date of delinquency at the highest rate of interest allowed by the laws of the State of Florida up to a total of three twenty (\$20) dollar fines. ~~and the~~ The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment, the stated interest, together with the costs of the action, including legal fees, whether or not judicial proceedings are involved, also including legal fees and costs of additional expenses incurred ~~on~~ upon any appeal of a lower court decision.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of properties, services and facilities which have been constructed, installed or furnished or may subsequently be constructed, installed, or furnished, which are devoted to the purpose and related to the use and enjoyment of the Common Property and of the homes situated upon the Properties, including, but not limited to:

- (a) Payment of operating expenses of the Association;
- (b) Lighting, improvement and beautification of access ways and easement areas;
- (c) Maintenance, improvement and operation of any private streets or rights-of-way for the benefit of the ~~Subject Property~~ Properties;

(d) Management, maintenance, improvement and beautification of parks, lakes, ponds, buffer strips, and recreation areas and facilities and all other Common Property and improvements thereon, including maintenance of the street trees located on the entrance road leading into the Properties;

(e) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the Association;

(f) Providing police protection, and/or night watchmen, ~~guard and gate services~~, but only when and to the extent specifically authorized by the Association;

(g) Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the common Property, and/or in furnishing the services and facilities provided herein to or for the Owners and Members of the Association;

(h) Repayment of funds and interest thereon, which have been or may be borrowed by the Association for any of the aforesaid purposes; and

(i) Doing any other thing necessary or desirable, in the judgment of the Association, to keep the Properties neat and attractive or to preserve or enhance the value of the Properties, or to eliminate fire, health or safety hazards, or, which in the judgment of the Association, may be of general benefit to the Owners.

### **Section 3. ~~Original Transfer Fee~~ and Annual Assessments.**

(a) **Transfer Fee ~~Original Assessment~~**. The ~~transfer fee original assessment~~ shall be ~~Three Hundred and No/100 dollars (\$300.00) such sum as may be determined by the Board of Directors at its sole discretion~~ per Lot and shall be paid by the ~~first purchaser~~ Owner/Seller of the Lot and shall be paid to the Association upon transfer of ownership. The Association may use any part or all of said sum for the purposes set forth in Section 2 of this Article. Purchaser information will be provided to the Association by the Owner/Seller including mailing address and contact numbers.

(b) **Annual Assessment**. The Association shall collect an annual assessment for each calendar year. It is the intention of the ~~Developer~~ Association that the annual assessments for each Lot in the ~~Existing Property Properties~~ be the same. The annual assessment for the Lots in Willowwood, Units One and Two, for the year commencing January 1, ~~1984, 2025~~, was ~~Two Hundred Forty and No/100 Dollars (\$240.00)~~ \$725.00 per Lot, payable semi-annually on January 1 and July 1 of each year. The annual assessment for Lots in the ~~Subject Property Properties~~ shall not be less than \$725 ~~Two Hundred Forty and No/100 Dollars (\$240.00)~~ per Lot but will be subject to adjustments as set forth hereinafter. This annual assessment shall be in addition to the above-mentioned ~~original assessment~~ transfer fee and shall be prorated in the year of

~~initial purchase of a Lot.~~ The builder who purchases a Lot to build a Living Unit thereon shall be responsible for the annual assessments during the time the builder holds title to the Lot. However, if the builder occupies the Living Unit, he shall be required to pay all annual assessments and any special assessments. Said assessment shall be paid directly to the Association, to be held in accordance with the above provision.

**(c) Adjustment to Annual Assessments.** The Association may adjust the annual assessment prior to the end of each Calendar Year. Such adjustment shall be in accordance with changes in the Consumer Price Index (hereinafter called the "Price Index"). The Price Index shall mean the average for "all items shown on the "U.S. city average for urban wage earners and clerical workers (including single workers), all items, groups, subgroups and special groups of items" as promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor, using the ~~1967~~ 2010 annual average with a base of 100.

The annual assessment shall be adjusted in accordance with the following provisions:

(1) The Price Index for August, ~~1983,~~ 2025, shall be designated the Base Price Index;

(2) Prior to the end of ~~the first calendar year~~ December 2025 and each year thereafter, the Association Board of Directors may adjust the annual assessment so that the ratio of the Price Index for August of that year to the adjusted annual assessment shall be the same as the ratio of the Base Price Index to Seven Hundred Twenty Five and 00/100 dollars (\$725) ~~Two Hundred Forty and No/a00 Dollars (\$240.00).~~ Provided, however, after consideration of current maintenance costs and future needs of the Association, the Association Board of Directors may set the annual assessment at a lesser amount than the previous year;

(3) No adjustment, whatever shall be made in the annual assessment for any year unless the adjusted annual assessment computed as above provided varies by more than ~~one~~ three percent (~~1%~~ 3%) from the then current annual assessment;

(4) No adjustment shall be made which increases the annual assessment for any year more than fifteen percent (15%) from the previous annual assessment unless approved by fifty-one percent (51%) of the votes of ~~Class A~~ Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall have been sent to all Members at least thirty (30) days in advance and shall have set forth purpose of the meeting;

(5) No adjustment shall reduce the annual assessment below Seven Hundred Twenty Five and 00/100 dollars (\$725) ~~Two Hundred Forty and No/100 Dollars (\$240.00);~~

(6) The Association shall send a notice to the Owners setting forth any adjustment in the annual assessment and the calculations of such adjustment. Such notice must be sent at least fifteen (15) days prior to the payment date of the first installment of the annual assessment.

In the event that a substantial change is made in the method of establishing the Price Index, then the Price Index shall be adjusted to the figure that would have resulted had not change occurred in the manner of computing such Price Index. In the event that such Price Index (or its successor or substitute index) is not available, a reliable governmental or other non-partisan publication evaluating the information heretofore used in determining the Price Index shall be used in lieu of such Price Index.

**Section 4. Special Assessments for Capital Improvements.** In addition to the assessments authorized by Section 3 hereof, 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 or reconstruction unexpected repair or replacement of any capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes of ~~Class A~~ Members who are voting in person or by proxy at a meeting duly called for this purpose, ~~written~~ notice of which shall have been sent to all Members at least thirty (30) days in advance and shall have set forth the purpose of the meeting.

~~**Section 5. Change in Original Assessment.** The Developer may adjust the original assessment at any time, but no adjustment shall reduce the original assessment to below Three Hundred and No/100 Dollars (\$300.00).~~

~~**Section 6. Quorum for any Action Authorized Under Section 3 (c) (4) or Section 4.** The quorum required for any action authorized by Section 3 © (4) of this Article shall be as follows:~~

~~At the first meeting called, as provided in Section 3(c) (4) or Section 4 of the Article, the presence at the meeting of Members or of Proxies, entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 3 (c) (4) or section 4 of this Article, and the required quorum at any such subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.~~

**Section 7 5. Certificate of Payment.** 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.

**Section 8 6. Subordination of the Lien to Mortgages.** The lien of the assessments provided herein shall be absolutely subordinated to the lien of any first mortgage now or herein after placed upon the Lot subject to assessment. This subordination shall not relieve such Lot from liability for any assessment now or hereafter due and payable.

**Section 9 7. Exempt Property.** The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: **(a)** all properties to the extent of any easement or other interest therein dedicated and accepted by any local public authority and devoted to public use; **(b)** all Common Property is defined in Article I, Section 1 hereof; **(c)** all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption. ; ~~and (d) all property owned by the Developer.~~

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens, ~~other than Lots owned by the Developer.~~

## **ARTICLE VII** **ARCHITECTURAL REVIEW BOARD**

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration be made to any previous improvement on a Lot until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design appearance and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

**Section 1. Composition.** The Developer Association has formed a committee known as the "Architectural Review Board", hereinafter referred to as "ARB", consisting of three (3) persons to be designated by the ~~Developer Board of Directors~~ The ARB shall maintain this composition until control of the Association has been passed to the Owners other than the Developer. At such time the ARB shall be appointed by the Board of Directors, of the Association and shall serve at the pleasure of said Board. ~~Provided, however, that in its selection, the Board of Directors of the Association shall be obligated to appoint the Developer or his designated representative to such Board for so long as the Developer owns any Lots in The Properties.~~ Neither the Association, the Board of Directors of the Association, nor the Members of the Association, shall have the authority to amend or alter the number of members of the ARB which is irrevocably herein set forth as three (3) members. A quorum of the ARB shall be two (2) members. No decision of the ARB shall be binding without a two-thirds (2/3) vote by the members. ~~The ARB can make decisions without a meeting so long as two (2) members approve such decision in writing prior to the action taken.~~

**Section 2. Planning Criteria.** The Developer Association, in order to give guidelines concerning construction external appearance and maintenance of Living Units,

has promulgated the ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA ("Planning Criteria") for the Subject Property, a copy of which is ~~attached~~ annexed as **Exhibit "A"**. The ~~Developer~~ Association declares that the Subject Property shall be held, transferred, sold, conveyed and occupied subject to the Planning Criteria set forth ~~on~~ in **Exhibit "A"** as amended from time to time by the ARB or the Board of Directors.

**Section 3. Duties.**

The ARB shall have the following duties and powers:

~~(a)~~ To amend from time to time the Planning Criteria subject to the Board of Directors approval, or to waive minor violations of the Planning Criteria, at the discretion of the ARB. Any amendments shall be set forth in writing. A copy of any amendment must be sent to Members, ~~certified, return receipt requested,~~ at the latest address for such Member on file with the Association. ~~Any amendment shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration.~~

~~(b)~~ To approve all buildings, fences, walls, pools, athletic facilities, and other structures which shall be commenced, erected or maintained upon The Properties and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, type, shape, height, materials, and location of the same and shall approve in writing as to the harmony of the external design and location in relation to surrounding structures and topography. The ARB shall have the right to reject the plans for any building to be built on a Lot if in the sole judgment of the ARB such building, when completed, will be similar in exterior elevation to another building in the general area;

~~(c)~~ To approve any such building plans and specifications and Lot grading and landscaping plans and the conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that said improvement, alteration, etc., is not consistent with the planned development of The Properties or contiguous lands thereto;

~~(d)~~ To require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision;

~~(e)~~ To require each ~~builder~~ contractor to submit two (2) sets of plans and specifications to the ARB prior to obtaining a building permit, which set of plans and specifications shall become the property of the ARB. The work contemplated must be performed substantially in accordance with the plans and specifications as approved. All approvals of plans or specifications must be evidenced by the signatures of at least two (2) members of the ARB on the plans or specifications furnished. The existence of the signatures of at least two (2) members of the ARB on any plan or specification shall be conclusive proof of the approval by the ARB of such plans and/or specifications.

~~**Section 4. — Initial Construction of a Living Unit.** The Owner who initially constructs the Living Unit must complete such construction in a timely manner and substantially in accordance with all plans and specifications approved by the ARB, including plans for Lot grading, building plans and specifications, landscaping plans, pool plans and any other plans for constructions of any improvement on the Lot (the "Construction"). The Owner shall notify the ARB in writing when the Construction has been completed and the ARB shall, within ten (10) days of receiving such notice, make an inspection to verify compliance with the approved plans.~~

~~Should the ARB or the Developer determine that the Construction has not been completed in accordance with the approved plans and specifications, either the ARB or the Developer shall notify the Owner in writing citing deficiencies and the Owner shall within fifteen (15) days after receipt of notice commence correction of the deficiencies and continue in an expeditious manner until all deficiencies have been corrected.~~

~~Should such construction not be completed in a timely manner as determined by the ARB or the Developer, or not be completed in accordance with the plans and specifications approved by the ARB, the ARB or the Developer, shall have the right to see specific performance of the Owner's obligation to complete the Construction as approved by the ARB; or in the alternative, to enter upon the Lot and complete the Construction as approved at the expense of the Owner, subject however, to the following provisions. Prior to commencement of any work on a Lot, the ARB or the Developer must furnish written notice to the Owner at the last address listed in the records of the Association for the Owner, notifying the Owner that unless the specified deficiencies are corrected within thirty (30) days, the ARB or the Developer shall correct the deficiencies and charge same to the Owner. Upon the failure of the Owner to act within said period of time, the ARB or the Developer shall have the right to enter in or upon any such Lot or to hire personnel to do so to complete the Construction as approved by the ARB, the cost of such work, including labor and materials shall be assessed against the Lot upon which such work is performed and the Association or the Developer shall record a Claim of Lien against the Lot for the work performed, and it shall be a lien and obligation of the Owner and shall become due and payable upon the recording of the Claim of Lien and shall be enforced and collected as provided in Section 1 Article IV hereof.~~

~~The obligation to complete the Construction as approved and the lien provided above shall be binding upon and enforceable against all current and future Owners of the Lot.~~

~~Any attorneys' fees or costs and any administrative costs incurred by the ARB or the Developer in enforcing the provisions hereof, including attorneys' fees and costs on appeal of any lower court decision, shall be payable by the Owner, and the Claim of Lien shall further secure the payment of such sums.~~

~~**Section 5. 4. Certificate of Approval.** Upon completion of the Construction, or upon correction of deficiencies cited by the ARB or ~~Developer~~ the Board of Directors, the Owner shall notify the ARB and the ~~Developer~~ the Board of Directors in writing to inspect~~

the Lot. If the ARB and the ~~Developer~~ the Board of Directors determine that the ~~construction the external appearance~~ has been completed in accordance with ~~the approved plans and specifications applicable covenants and the established Planning Criteria~~, the ARB shall issue to the Owner a "Certificate of Approval" in recordable form, executed by a majority of the members of the ARB with the corporate seal of the Association affixed.

Until such time as a Certificate of Approval is issued, the current Owner and all future Owners of the Lot shall be obligated to complete the ~~construction exterior appearance~~ as approved by the ARB. The recording of a Certificate of Approval shall be conclusive evidence that the ~~Construction~~ aforsaid exterior appearance as approved by the ARB has been completed but shall not excuse the Owner from the requirement that future changes to such plan be submitted to and approved by the ARB.

**Section 6. 5. Alteration of Existing Living Unit.** The Owner who makes exterior additions to, or changes to or alterations to, any improvement or constructs any new improvements on the Lot Approval as described in Section ~~5 4~~ must complete all such work (the "Alterations") in a timely manner and substantially in accordance with all plans and specifications approved by the ARB as to exterior appearance. The Owner shall notify the ARB ~~and the Developer~~ in writing when the Alterations have been completed and the ARB ~~and the Developer~~ shall, within ten (10) days of receiving such notice, make inspections to verify compliance with approved plans.

Should the ARB ~~or the Developer~~ determine that the Alterations have not been completed in accordance with the approved plans and specifications, the ARB ~~or the Developer~~ shall notify the Owner in writing citing deficiencies and the Owner shall within fifteen (15) days after receipt of notice commence correction of the deficiencies and continue in an expeditious manner until all deficiencies have been corrected.

If correction of the deficiencies is not commenced within fifteen (15) days, or if such correction is not continued thereafter in an expeditious manner, the ARB or the ~~Developer~~ Board of Directors shall be entitled to record in the Public Records a "Notice of Noncompliance" setting forth that the owner has not completed the Alterations in accordance with approved plans and specifications and that the ~~or the Developer~~ Association has the right to seek legal action to force the Owner, or any grantee of the Owner, to complete the Alterations in accordance with the plans and specifications. Said "Notice of Noncompliance" shall contain the legal description of the Lot. Once recorded, the "Notice of Noncompliance" shall constitute a notice to all potential purchasers from the Owner that the ~~or the Developer~~ Association ~~have~~ has the right to enforce completion of the Alterations against the Owner, or any grantee of the Owner.

Should the Alterations not be completed in a timely manner as determined by the ARB ~~or the Developer~~, or should the correction of the deficiencies not be commenced within fifteen(15) days after notice and continue thereafter in an expeditious manner until completion, or should the Alterations not be completed in accordance with the plans and specifications approved by the ARB, the ARB or the ~~Developer~~ Association shall have the

right but not the obligation to enter upon the Lot, make such corrections or modifications as are necessary to cause the Alterations to be completed in accordance with the approved plans and specifications, and charge the cost of any such corrections or modifications to the Owner as an Individual Assessment. The Association ~~or the Developer~~ may cause a lien to be recorded in the Public Records giving notice to all persons that the Owner owes, the Association ~~or the Developer~~ for the cost of such corrections or modifications, plus interest thereon and costs of collection, which shall include administrative costs and legal fees and costs.

Once the ARB ~~and the Developer~~ determines that the Alterations have been completed in accordance with the approved plans and specifications, the ARB ~~or the Developer~~ shall issue to the Owner a Certificate of Approval in recordable form, which shall make reference to the recorded "Notice of Noncompliance", and be executed by a majority of the members of the ARB with the corporate seal of the Association affixed ~~or by the Developer~~. The recording of the Certificate of Approval at the expense of the Owner in this instance shall be conclusive evidence that the Alterations as approved by the ARB have been completed but shall not excuse the Owner from the requirement that future changes, modifications or alterations be submitted to and approved by the ARB.

**Section 7. 6. Subordination of Obligation and Lien to Mortgages.** The obligations of the Owner set forth in Section ~~4 3~~ hereof and any Claim of Lien recorded by the ARB as set forth in Section ~~5 4~~ hereof and any "Notice of Noncompliance" recorded by the ARB as set forth in Section ~~6 5~~ hereof shall be absolutely subordinate, junior and inferior, to the lien of any first mortgage held by an institutional lender, either at the time of commencement of the Construction or Alterations, or thereafter. This subordination shall not relieve the Owner or any further Owners from the provisions of Sections ~~4, 5, and 6 3, 4 and 5~~.

**Section 8. 7. Subsequent "Certificate of Approval" Not Necessary Unless "Notice of Noncompliance" Recorded.** Notwithstanding anything herein to the contrary, the provisions of Sections ~~4 and 5 3 and 4~~ shall be applicable to initial construction of a Living Unit on the Lot. After the initial construction and the recording of a "Certificate of Approval", it will not be necessary for an Owner to obtain and record a "Certificate of Approval" for any Alterations unless a "Notice of Noncompliance" is recorded in the Public Records in accordance with Section ~~6 5~~. It will be necessary for an Owner to obtain prior approval of such Alterations from the ARB. Subsequent purchasers of a Living Unit must only determine that one (1) "Certificate of Approval" has been recorded unless a "Notice of Noncompliance" is also recorded.

**Section 9. 8. Enforcement of Planning Criteria.** In addition to the other duties set forth above, the ARB, on behalf of the Board of Directors, along with the ~~Developer and or the~~ Association, shall have the right and obligation to enforce the provisions hereof relating to the Planning Criteria, as amended from time to time by the ARB or the Association. Should any Owner fail to comply with the requirements hereof, or of the Planning Criteria after thirty (30) days written notice, the ARB, ~~The Developer, and/~~ or the Association shall have the right but not the obligation to enter upon the Lot,

make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner. Any expense or cost incurred by the Association due to necessary corrections or modification to the Lot shall be an Individual Assessment against the Lot. It is acknowledged and agreed by all Owners by purchasing a Lot that a violation of the provisions of this paragraph shall impose irreparable harm to the other Owners. All Owners further agree to a reasonable assessment of such damages, subject to the laws of the State of Florida, would be \$50.00 for each day that such violation occurs after notification by a duly elected representative of the Association. The ARB, on behalf of the Board of Directors or the Association in accordance with Florida Laws and Statutes, may cause a lien to be recorded in the Public Records giving notice to all persons that the Owner is indebted to the Association for the cost of such corrections or modifications ~~or fines applied~~, plus interest thereon and costs of collection, which shall include administration costs and legal fees and costs. Should the ARB, ~~The Developer~~, and/or the Association be required to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the Owner as an Individual Assessment. The ARB, ~~the Developer~~ and the Association, or its agents or employees shall not be liable to the Owner for any damages or injury to the property or person of the Owner unless caused by negligent action of the ARB, ~~the Developer or~~ the Association.

#### **Section 10. 9. Indemnification.**

(a) Subject to the conditions hereinafter set forth, the Association shall indemnify all members of the ARB or former members of the ARB against reasonable expenses, including attorney's fees, settlement payments, judgments and fines actually incurred by them in connection with the defense of any action, suit or proceeding or threat or claim of such action, suit or proceeding, no matter by whom brought or in any appeal in which they or any of them are made parties or a party by reason of being or having been a member of the ARB, except in relation to matters as to which any such member of the ARB shall be adjudged in such action, suit or proceeding to be liable for willful misconduct. Notwithstanding anything herein to the contrary, members of the ARB shall not be entitled to indemnification for any settlement payment unless such settlement payment be approved in advance by non-interested members of the Board of Directors of the Association.

(b) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested members of the Board of Directors of the Association upon receipt of an undertaking by or on behalf of the members of the ARB to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized herein.

(c) The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a member of the ARB, against any

liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of the Articles of Incorporation of the Association.

## **ARTICLE VIII**

### **EXTERIOR MAINTENANCE**

**Section 1. Exterior Maintenance.** In addition to maintenance upon the Common Property, the Association shall have the right to provide exterior maintenance upon any vacant Lot or upon any Living Unit, subject, however, to the following provisions. Prior to performing any maintenance on a vacant Lot or Living Unit, the Association shall determine that said property is in need of repair or maintenance and is detracting from the overall appearance of the Properties. Prior to commencement of any maintenance work on a lot, the Association must furnish fifteen (15) days' prior written notice if the maintenance problem involves yard work and thirty (30) days' prior written notice if the maintenance involves structural work. Notice must be given to the Owner at the last address listed in the Association's records for said Owner, notifying the Owner that unless certain specified repairs or maintenance are made within said fifteen (15) or thirty (30) day period the Association ~~shall~~ has the option but not the obligation to make said necessary repairs and charge same to the Owner. Upon the failure of the Owner to act within the required period of time, the Association shall have the right to enter in or upon any such Lot or to hire personnel to do so to make such necessary repairs or maintenance as are so specified in the above written notice. In this connection the Association shall have the right to paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

**Section 2. Assessment of Cost.** The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is performed and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article VI hereof; and as part of such annual assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article VI hereof, including, but not limited to, the right of the Association to record a lien against, the Lot for the cost of the maintenance along with any attorney's fees and costs and administrative fees and costs. Provided that the Board of Directors of the Association, when establishing the annual assessment against each Living Unit for any assessment year as required under Article VI hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

## **ARTICLE IX**

### **RESTRICTIVE COVENANTS**

The ~~Subject Property~~ Properties shall be subject to the following restrictions, reservations and conditions, which shall be binding ~~upon the Developer and~~ upon each and every Owner who shall acquire hereafter a Living Unit or Lot or any portion

of the ~~Subject-Property~~ Properties, and shall be binding upon their respective heirs, personal representatives, successors and assigns, as follows:

### **Section 1. Land Use.**

(a) No Lot shall be used except for residential purposes. No building shall be erected upon any Lot without the prior approval thereof by the ARB hereinabove set forth. There shall be only one Living Unit per Lot. No owner may subdivide his Lot, except with the consent of the ARB.

(b) No business, noxious or offensive activity shall be carried on upon the Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

(c) No ~~cows, cattle, horses, hogs, poultry or any other~~ animals shall be raised or kept ~~on The Properties- in the community~~, other than domestic dogs, ~~and~~ cats and other pets that may be permitted by the Association.

(d) No dogs, cats, or other permitted pets (as determined from time to time by the ARB) will be allowed to run loose ~~on The Properties~~. All dogs, cats, and other permitted pets must be kept inside the Living unit, or on a leash or within a fenced area.

**Section 2. Living Unit Quantity and Size.** 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 above the building grade. Such permitted building may include: servants' quarters; greenhouse; a storage room and/or a tool ~~room~~ shed. Unless approved in advance by the ARB, both as to the use as well as the location and architectural design, no garage, servants' quarters, greenhouse or tool or storage ~~room~~ shed, or other such buildings may not be have constructed separate and apart from the Living Unit. Any Living Unit shall have a minimum of (2,000) square feet of heatable living area, exclusive of open porches or garages.

### **Section 3. Building Location.**

(a) The Living Unit shall not be located nearer than thirty-five (35) feet from the front Lot line, ten (10) feet from the side Lot line and fifty (50) feet from the rear Lot line.

(b) On any adjoining Lots, the front setback shall vary a minimum of five (5) feet unless an exception is approved by the ARB.

(c) On corner Lots, the Living Units shall not be located nearer that thirty-five (35) feet from the front Lot line, fifty (50) feet from the rear Lot line, and ten (10) feet from the side Lot line contiguous with an adjoining Lot, and twenty-five (25) feet from the side Lot line contiguous with the street.

**Section 4. Garages.** Each living Unit must include a garage large enough for two (2) standard size ~~American~~ automobiles with inside dimensions of at least twenty-two (22) feet by twenty-two (22) feet. No carports shall be permitted. Entrance to all garages must be on the side or rear of the Lot, unless the Lot has a width of ninety-four (94) feet or less at the Living Unit setback line. Any garage entrance visible from the street in front of any Lot shall be equipped with an aesthetically suitable garage door which shall be shut when not in use. All garages and garage doors must be maintained in a usable condition.

**Section 5. Water and Sewage Facilities.** No individual water supply systems shall be permitted on any Lot without the approval of the ARB. The prohibition against individual water supply systems does not restrict the right of an Owner to install, operate and maintain a water well on the premises for use only for swimming pools and irrigation purposes.

**Section 6. Landscaping** ~~A basic~~ Any new landscaping plan for each Living Unit must be submitted to and approved by the ARB. After completion of the ~~Living Unit~~ new landscaping plan, the Owner must maintain the landscaping to the same standard found on other Lots within the Properties. The Owner must replace any dead or damaged plants, trees, shrubs, etc., with materials at least equal in quality and amount to those originally approved by the ARB.

**Section 7. Lakes and Ponds.** No Owner shall be permitted to pump water from any lake or pond for any purpose, including but not limited to, for use in swimming pools or irrigation. No boats with internal combustion engines will be allowed on any lake or pond. The use of electric boats will be subject to prior approval by ~~the Developer of~~ the Association. The lakes and ponds are intended for use by sailboats, paddle boards, kayaks and canoes only.

**Section 8. Motorized Vehicles.** Other than maintenance equipment used by the ~~Developer or the~~ Association, no motorized vehicle of any type, including but not limited to, motorbikes, motor scooters, motorcycles, all-terrain vehicles, ~~and~~ go-carts, and such other mechanically propelled vehicles shall be allowed on any portion of the Common Property at any time whatsoever. It is acknowledged and agreed by all Owners by purchasing a Lot that a violation of this restriction shall impose irrevocable harm on the other Owners. All Owners further agree that a reasonable assessment of damages would be Fifty and No/100 Dollars (\$50.00) for each violation after initial notification by either the ~~Developer~~ Association or a duly elected representative of the Association that the Owner (including family members and guests) is in violation of this provision.

**Section 9. ARB Authority.** The ARB shall have the authority, as hereinabove expressed, from time to time to include within its promulgated residential Planning Criteria and/or Exhibit "A" other restrictions regarding such matters as prohibitions against window air-conditioning units, for-sale signs, mailboxes, temporary structures, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, gutters, easements, games and play structures, swimming pools, sight distance at

intersection, utility connections, and television antennas, driveway construction, and such other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria herein above set forth for residential planning criteria promulgated by the ARB. However, once the ARB promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the ARB modifies, changes, or promulgates new restrictions or the Association modifies or changes restrictions set forth by the ARB.

~~**Section 10. Association Rights.** The Association shall have the same rights as set forth in Section 8, immediately proceeding.~~

## ~~**ARTICLE X**~~ ~~**AMENDMENT BY DEVELOPER**~~

~~While the Developer controls the Association (the number of votes for Class B Member exceeds the number of votes for the Class A Member), the Developer reserves and shall have the sole right to amend these covenants and restrictions in any manner so long as such amendment does not lower the standards of the covenants and restrictions herein contained. An amendment by the Developer shall affect each Lot whether owned by the Developer or Owner, unless a Certificate of Occupancy is recorded as to such Lot prior to the recording of the amendment. The amendment shall affect such Lot after the recording of the Certificate of Occupancy of the owner of the Lot joins in such amendment by executing the document to be recorded in the public Records or executes a separate instrument to be recorded.~~

## ~~**ARTICLE XI**~~ ~~**ADDITIONAL COVENANTS AND RESTRICTIONS**~~

~~No Lot Owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the subject Property.~~

## ~~**ARTICLE XII X**~~ ~~**AMENDMENT**~~

~~Except as to provisions relating to amendments as set forth in Article X and those regarding certain specific items and the method of amending or altering same, which is set forth in connection with such particular item, any other provisions, covenants or restrictions herein may be amended in accordance with this Article XII.~~ At least fifty-one percent (51%) of the Members present or by proxy at a special meeting set forth for this specific purpose may change or amend any provision hereof, except as above mentioned, in whole or in part. A proposed amendment may be instituted by ~~the Developer, the ARB,~~ the Association, or by petition signed by fifteen percent (15%) of the Members. A written copy of the proposed amendment shall be furnished to each Member at least thirty (30) days but not more than ninety (90) days prior to a designated meeting to discuss such particular amendment. Said notification shall contain the time and place of said meeting. The amendment approved by at least fifty-one percent (51%) of the

members at the noticed meeting shall be executed by the President and Secretary of the Association and recorded in the Public Records. The recorded amendment shall contain a recitation (1) that sufficient notice was given as above set forth, and (2) that at least fifty-one percent (51%) present or by proxy of the members approved the amendment either in person at the meeting or in writing before or after the meeting, but before recording of the amendment. Said recitations shall be conclusive as to all parties and all parties of any nature whatsoever shall have full right to rely upon said recitations in such recorded amendment without the necessity of any Members executing the amendment.

## **ARTICLE ~~XIII~~ XI** **DURATION**

The covenants, restrictions and provisions of this Declaration shall run with and bind the land and shall inure to the benefit of the Owners, the ~~Developer~~ Association, and their respective legal representatives, heirs, successors and assigns until amended, modified or terminated according to the terms of Article ~~XII~~ X hereinabove set forth. In the same manner set forth for amendments is Article ~~XII~~ X.

## **ARTICLE ~~XIV~~ XII** **ENFORCEABILITY**

**Section 1.** If any person, firm or corporation, or other entity (other than a governmental agency) shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for ~~the Developer~~, an individual Owner, or the Association to maintain a proceeding in any court of competent jurisdiction against any person so violating or attempting to violate, or failing to comply with, any covenants or restrictions, for the purpose of (1) recovering damages against such person or persons, (2) preventing or enjoining all of any such violations or attempted violations, or (3) requiring compliance with any covenants or restrictions. Should ~~the Developer~~, an individual Owner, and/or the Association be required to enforce any provision hereof, the reasonable administrative costs incurred, and the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal of such judicial proceedings, shall all be collectible from the party against which enforcement is sought. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure ~~of the Developer, its successors or assigns~~, any individual Owner, or the Association, to enforce any covenant or restriction or obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

**Section 2.** The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

**Section 3.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid, to the last known address of the person who appears as Member or Owner on the record of the Association at the time of such mailing.

**ARTICLE ~~XV~~ XIII**  
**LIABILITY OF ASSOCIATION**

The Association, its Directors and officers, former Directors and officers, and members or former members of all committees appointed by the Board of Directors or the ~~Developer~~ Association shall not be liable for any action, or omission by it or any Director, officer or member of a committee except in relation to matters as to which any such Director, officer and/or member of a committee shall be adjudged in any action, suit or proceeding to be liable for willful misconduct. No Member or Owner may collect any judgment against the Association, a Director or former Director, officer or former officer, or a member or former member of any committee appointed by the ~~Developer~~ Association or the Board unless the Association or such person, either individually or as an agent for the Association, shall be adjudged guilty of willful misconduct.

**ARTICLE ~~XVI~~ XIV**  
**INITIAL FUNDING OF ASSOCIATION**  
**RENTAL RESTRICTIONS**

**Section 1. ~~Initial Funding by the Developer.~~** ~~During the initial stages of development of The Properties, the Developer may make cash advances to cover operational expenses of the Association for the purposes of promoting the recreation, health, safety and welfare of the Members of the Association a, as more fully set forth in Article VI, Section 2 hereof. Such cash advances shall be interest free. All leases must be for a minimum of twelve (12) months. No subletting or leasing of individual rooms or portions thereof in a Lot or Dwelling Unit shall be permitted. Only entire Lots or Dwelling Units may be rented, and then only to a single family. For purposes of this Declaration, a "single family" shall mean and refer to either (a) persons related to each other by blood, marriage or adoption, who are living together as a single household sharing household chores, income and expenses, or (b) not more than two (2) adults who are not related to each other by blood, marriage or adoption, who are living together as a single household (including their common or joint single family members, if any) and sharing household chores, income and expenses. Where title to a Lot is held in the name of a corporation, a limited liability company, partnership, any other type of business entity or other non-individual owner, including a trust, the entity shall designate in writing one or more persons who shall occupy the Lot as their principal residence for a period of no less than twelve (12) consecutive months.~~

**Section 2. ~~Repayment of Initial Funding by the Association to the Developer.~~** No more than five (5) Lots or Dwelling Units in the Properties may be rented at any given time. Rental approval requests to the Board of Directors will be granted on a first-come, first-served basis until the rental cap is reached. The lease-hold

is valid until the owner sells or re-occupies the property. A renewal of rental usage must be made to the Board of Directors no later than December 15<sup>th</sup> for the upcoming year.

**Section 3.** All tenants shall be subject to the terms and conditions of the Declaration and Associations Documents. Each owner shall deliver copies of the HOA Documents to any tenant leasing such Owner's Residential Unit, and to any management company engaged by such Owner to lease the Residential Unit on the Owner's behalf. Each Owner shall cause his, her or its tenants or other occupants to comply with this Declaration and Association Documents and, to the extent permitted by applicable law, shall be responsible and liable for all violations caused by such tenants or occupants, notwithstanding the fact that such tenants or occupants are also fully liable for any violation of each and all of those documents.

**Section 4.** No sign will be placed on the property indicating that the property is available for rent. In the event that any Owner rents or leases such Owner's Residential Unit to a tenant or a lessee (a "Tenant"), whether or not using the services of a Manager, such Owner shall deliver written notice to the Association, specifying the following information:

- (a) The complete name and mailing address of the Tenant; and
- (b) The telephone number and email address for the Tenant, to the extent applicable.

Upon receipt of the foregoing information, the Association shall have the right (but not the obligation) to notify the Tenant in writing of the existence of this Declaration and deliver copies of any Association Documents to the Tenant together with copies of any other rules and regulations hereunder which are applicable the Residential Unit. Upon request, the Tenant shall be required to acknowledge receipt of such documents and to acknowledge its obligation to comply with such documents in connection with its rental of the Residential Unit.

**Section 5.** Owner must notify the HOA within ten (10) days of any change in tenancy.

In the event that any Owner hires any person or company to act as a property manager, leasing agent, management company or perform similar functions with respect to such Owner's Residential Unit (a "**Manager**"), or if any Owner's Manager changes, such Owner shall deliver written notice to the Association, specifying the following information:

- (a) The complete name and mailing address of the Manager; and
- (b) The telephone number and email address for the Tenant, to the extent applicable; and

(c) If the Manager is a company, the name of an individual at the company who is responsible for the account; and

(d) The name and telephone number of a contact person at the Manager who should be notified in the event of an emergency involving the Residential Unit, if different than set forth above.

Upon receipt of the foregoing information, the Association shall have the right (but not the obligation) to notify the Manager in writing of the existence of this Declaration and deliver copies of any Association Documents to the Tenant together with copies of any other rules and regulations hereunder which are applicable to the Residential Unit. Upon request, the Tenant shall be required to acknowledge receipt of such documents and to acknowledge its obligation to comply with such documents in connection with its rental of the Residential Unit.

Owner found in violation of these rental restrictions will receive a written notice detailing the violation and outlining the required corrective actions. Continued non-compliance with rental regulations may result in fines per the HOA's established penalty structure.

~~All cash advances made pursuant to the foregoing section shall be paid to the Developer on or before January 1, 1988, and the Association shall take all action necessary to repay such advances by such date including, if necessary, borrowing money or mortgaging the Association's property.~~

IN WITNESS WHEREOF, ~~The Developer, WILLOWWOOD DEVELOPMENT COMPANY,~~ WILLOWWOOD HOMEOWNERS' ASSOCIATION, INC. has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed all as of the day and year first above written.

Signed, sealed and delivered \_\_\_\_\_ ~~WILLOWWOOD DEVELOPMENT and delivered~~ in the presence of:

By: \_\_\_\_\_  
Jean Pierre Guenat, a Partner  
David P. Lovely, President  
WILLOWWOOD HOMEOWNERS'  
ASSOCIATION, INC.