

DISCLOSURE SUMMARY
FOR WILLOWOOD SUBDIVISION, TIGER POINT, GULF BREEZE,
FLORIDA

As required by Florida Statute 720.401 (1)(a)

(To be signed at closing by purchasers, please forward a copy of the signed disclosure document to the to Willowood Homeowners' Association, 1299 Willowood Circle, Gulf Breeze, Florida 32563)

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$300 PER QUARTER. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ ZERO PER YEAR.
4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ ZERO PER YEAR.
7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

DATE:

PURCHASER:

PURCHASER:

WITNESS:

WELCOME TO WILLOWOOD

Welcome to Willowood! We are a small community of 36 homes, in a friendly private urban development, in Tiger Point, east of Gulf Breeze, Florida, in Santa Rosa County. As a Willowood homeowner, you are part of the Willowood Homeowners Association, Inc., a private corporation that owns the streets, the common property, and the common utilities (irrigation system, street lights, etc.) and administers the community as a homeowners association, under the laws of the State of Florida, through a set of approved articles, by-laws and covenants. If you are renting property in Willowood, the same responsibilities apply to you, as well as the property owner. We hope that you will find Willowood an enjoyable place to live. We are a community that enjoys itself and the special camaraderie that exists here, but respects the privacy and rights of other members of the association.

Below are some basic rules that will assist you in acclimating to Willowood. (If you did not review the Willowood Covenants at the time of your closing, please ask any Board member for a copy. They are legally binding.)

- Any major exterior changes to your home or yard, that are of any significance, must be approved by the Board in writing, in advance by the Willowood Homeowners Board of Directors. This does not include flowers, etc, but refers to major landscape changes or exterior house changes.
- The Board of Directors meet monthly, if necessary. The Annual Meeting of all members is each June.
- Please keep your vehicles in your garage and off the streets. Please keep your garage door closed, except when it is necessary for it to be open.
- The irrigation system belongs to the Willowood Homeowners Association, which brings water to your property. Your valve and sprinkler heads are your responsibility.
- Garbage collection is Tuesday and Friday. Please remove your garbage container from the street within 24 hours of pick-up. (You **must** use the same collection service as all Willowood residents, currently Allied Waste Services (850-433-7425). This minimizes truck traffic and constant pickups.)
- If you have a dog, please police your dog droppings, as you go. The area is covered by a leash law.
- Please respect the privacy of others, but get to know your neighbors.
- Quarterly dues notices are mailed out each quarter and are payable upon receipt. The mailing address of the Willowood Homeowners Association is 1299 Willowood Circle, Gulf Breeze, FL 32563.
- Several times during the year (Christmas, 4th of July, Halloween, etc.) we host neighborhood parties to which all residents are invited. We hope you will take part.
- We publish a newsletter periodically, with news of the neighborhood. If you have any questions, please contact any Willowood Homeowners Association member or talk to your neighbors.
- Most Fridays, at 5 p.m., neighbors gather in Willowood Circle for hospitable conversation and sociable discussions. Please join us for the weekly DDS.

Welcome to Willowood.

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Larry Bracken- President (1133 Willowood Circle, 982-4607); Mike Leininger- Vice President;
Rick Sawyer-Treasurer; Bill Jelks-Secretary; Tammy Davenport, Roger Rowe, Alin Stewart, Bill Stanford-
Members at large; Lois Harris-Social Chair

WILLOWOOD HOMEOWNERS'S ASSOCIATION BOARD OF DIRECTORS

President: Larry Bracken (2009-2011)
1133 Willowood Circle
Gulf Breeze, Florida 32563
850-932-1135(H) 850-982-4607(C)

Vice-President: Chuck Porter (2010-2011)
1116 Willowood Circle
Gulf Breeze, Florida 32563
(850) 934-3455

Treasurer: Rick Sawyer (2006-2008)
1221 Willowood Lane
Gulf Breeze, Florida 32563
850-916-7404

Secretary: George Bailey
1108 Willowood Circle
Gulf Breeze, Florida 32563
850-932-4648

Member at Large/Social Chair: Lois Harris
1120 Willowood Circle
Gulf Breeze, Florida 32563
850-916-0431

Member at Large: Sam McKibbins
1132 Willowood Circle
Gulf Breeze, Florida 32563
850-932-7240

Member at Large: Chris Mellow
1149 Willowood Circle
Gulf Breeze, Florida 32563
850-932-3677

Member at Large: Bruce Witt (2006-2007)
Bruce Witt (Lot 19)
1125 Willowood Circle
Gulf Breeze, Florida 32563

The Board of Directors meets monthly, on the third Sunday afternoon, at 2 P.M., unless there is no need. The entire Willowood Homeowners' Association meets annually, in June of each year. Information regarding board and annual meetings is in the monthly newsletter.

Realtor Notes: There is a \$200 "move-in/move-out" fee due at closing, usually split by the buyer and the seller. This goes to the Willowood Homeowners' Association Capital Fund for road repair and improvements. Mail to: Willowood Homeowners' Association, 1299 Willowood Circle, Gulf Breeze, FL 32563.

Copies of the Willowood Homeowners' Association Articles of Incorporation, By-Laws, and Declaration of Covenants are below. If you or the buyer/seller have any questions, contact any Board member.

Current dues status is best obtained from the Willowood Homeowners' Association treasurer, listed above. If he is not available, contact the President or the Vice President.

Thank you.

**ARTICLES OF INCORPORATION
OF THE
WILLOWOOD HOMEOWNERS' ASSOCIATION, INC.
(GULF BREEZE, FLORIDA)
(Revised July 1, 2006)**

(Note: See the end of this set of documents for history and legal notes.)

The undersigned subscribers to these Articles of Incorporation, each a natural person competent to contract hereby associate themselves together to form a non-stock corporation not for profit under the laws of the State of Florida.

ARTICLE I. NAME

The name of the corporation is WILLOWOOD HOMEOWNERS' ASSOCIATION, INC. (GULF BREEZE) thereafter called the "Association."

ARTICLE II. PURPOSE AND POWERS

The Association is not organized for pecuniary gain or profit to the members thereof, and it shall be prohibited from any distribution of income to its members, directors, and officers. The specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots with that certain tract of property described as:

*Willowood, a residential subdivision in Santa Rosa County,
Florida, according to the plat of that subdivision to be
recorded in the public records of Santa Rosa County,*

and promote the health, safety, and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for the purpose to (but only as the following may from time to time be permissible for corporations not for profit under the laws of Florida):

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the property and to be recorded in the Office of the Clerk of Santa Rosa County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

- (d) borrow money, and with the assent of two-thirds (2/3) of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority, or utility agreeing to hold and maintain the same for such purposes. The Association may grant easements over the common area to private parties, but no such easement shall be effective unless an instrument has been signed by two-thirds (2/3) of the members agreeing to such grants of easement;
- (f) participate in mergers and consolidations with nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the members unless the Declaration provides for such merger, consolidation or annexation;
- (g) have and to exercise any and all powers, rights, and privileges which a corporation organized under the Corporations Not For Profit Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE III. MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation which is subject to assessment by the Association.

ARTICLE IV. VOTING RIGHTS

Voting member(s) shall be all Owners and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE V. BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors of at least three (3) directors, who are members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association but may not exceed nine (9) nor be less than three (3).

At the annual meeting and at each succeeding annual meeting, or at a special meeting called for the purpose of electing directors, the members shall elect the number of directors which may from time to time be designated by the By-Laws.

ARTICLE VI. DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In

the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE VII. DURATION

The corporation shall exist perpetually.

ARTICLE VIII. AMENDMENTS

Amendments to these Articles shall require the assent of seventy-five percent (75%) of the entire membership. Amendments may be proposed by any member at any annual meeting or special meeting called for that purpose, and adopted by the members in person or by proxy at that or any subsequent meeting by the percentage of members set forth above. The By-Laws of the corporation shall be made, altered, or rescinded, at a regular or special meeting of the members, by a vote of the majority of the members present in person or by proxy. The By-Laws may restrict the number of proxies to be voted by any person.

ARTICLE IX. OFFICERS

The affairs of the corporation are to be managed by a President, Vice-President, Secretary, and Treasurer. They shall be elected at the first meeting of the Board of Directors following each annual meeting of the members. The President and Vice-President shall be Directors.

**BY-LAWS
OF
WILLOWOOD HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE 1: NAME AND ADDRESS.

The name of the corporation is WILLOWOOD HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association." The Association address is 1299 Willowood Circle, Gulf Breeze, FL 32563.

ARTICLE II. DEFINITIONS

Section 1. "Association" shall mean and refer to WILLOWOOD HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall refer to all the area on the plat not designated as a lot.

Section 4. "Lot" shall mean and refer to any residential building site in the subdivision. Where a party wall is involved, the Lot shall be bounded by the centerline of said party wall.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Office of the Clerk of Santa Rosa County, Florida.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III. MEETINGS OF MEMBERS

Section 1. Annual Meetings. The regular meeting of the members shall be held during the third week of June, each year, at a time set by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least seven (7) days before such meeting to each member entitled to vote thereat, addressed to each members address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice.

Such notice shall specify the place, day and hour of the meeting, and, in case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these by-laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot. No person shall hold more than three (3) proxies.

ARTICLE IV. BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a board of not less than three (3) and no more than nine (9) directors.

Section 2. Term of Office. At the annual meeting the members shall elect no less than three (3) directors and no more than nine (9) directors. The members may prescribe terms of one, two, or three years of various directors in order to stagger terms of office.

Section 3. Removal. Any director may be removed from the board, with or without cause, by a majority of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V. NOMINATION AND ELECTION OF DIRECTORS.

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI. MEETINGS OF THE DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Boards of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the board. Should said meetings fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The President may waive the necessity for any meeting upon determination that there is no business to come before it.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII: POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use the recreational facilities of a member during any period in which the member shall default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations.
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor, security personnel or such other employees as they may deem necessary and to prescribe their duties.

(f) levy fines against Members for violations of the Governing Documents or the Rules and Regulations of the Association. The Board of Directors may levy a fine against a Member, as provided in Florida Statutes 720.305, not to exceed One Hundred Dollars (\$100.00) for each such violation by the member, his or her family members, tenants, guests, visitors or invitees. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, except that no such fine shall exceed Two Thousand, Five Hundred (\$2,500.00) in the aggregate. Written notice of the nature of the violation and an opportunity to attend a hearing shall be given prior to the levy of the initial fine. No written or hearing shall be necessary for the levy of a separate fine for repeat or continued violations is substantially similar to the initial violation for which notice and a hearing was provided. The Board of Directors shall have the authority to adopt rules, regulations and policies to fully implement its fining authority. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

- a. A statement of the date, time and place of the hearing.
- b. A statement of the provisions of the Covenants, Association Bylaws or Association Rules which have allegedly been violated; and
- c. A short plain statement of the matters asserted by the Association.
- d. The party against whom the fine may be levied shall have the opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be conducted before a panel of three (3) Members appointed by the Board, none of whom may then be serving as a director, officer or employee of the Association, or be a spouse, parent, child, brother or sister of an officer, director or employee. If the panel, by majority vote, which may be taken by secret ballot, does not agree with the fine, it may not be levied.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at a special meeting where such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote.
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:

- (1) fix the amount of the annual assessment against each Lot at least 30 (30) days in advance of each annual assessment period;
- (2) send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of each annual assessment period;
- (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
- (4) issue, or cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (5) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (6) pay all taxes imposed upon the Common Area; and
- (7) cause the Common Area to be maintained.

ARTICLE VIII. OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, a Secretary, and a Treasurer, and other such officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office until his successor is elected unless he shall resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of the Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

- (a) the President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

- (b) the Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

- (c) the Secretary shall record the votes and keep minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it to all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

- (d) the Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and prepare a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy to each member.

ARTICLE IX. COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X. BOOKS AND RECORDS

The books, records and papers of the Association shall, at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable price.

ARTICLE XI. ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days of the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII. CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: WILLOWOOD HOMEOWNERS' ASSOCIATION, INC.

ARTICLE XIII. AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and the By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV. MISCELLANEOUS

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal years shall begin on the date of incorporation.

Section 2. The Association shall make available to lot owners and lenders, and to holders, insurers, or guarantors of any first mortgage, current copies of the Declaration, Charter, By-Laws, and other rules concerning the project and the books, records, and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours and under other reasonable circumstances.

Section 3. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor and the unit number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

- a. any condemnation or casualty loss that affects either a material portion of the project or the lot securing its mortgage.
- b. any 60-day delinquency in the payment of assessment or charges owed by the owner of any lot on which it holds the mortgage.
- c. a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Owner's Association.

- d. any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 4. Unless a mortgage or any interest therein on a unit is sold to the Federal National Mortgage Association, the Association shall be required to carry casualty and liability insurance and fidelity bond coverage only if it is determined by the Board of Directors that coverage is reasonably prudent under the then existing circumstances. Unless waived by Federal National Mortgage Association (FNMA), in the event a mortgage or any interest therein is sold to the Federal National Mortgage Association, the Association shall maintain in effect such casualty and liability insurance and fidelity bond coverage as is then specified in Section 803.07 of the FNMA Conventional Home Mortgage Selling Contract Supplement of the FNMA Lending Guide, Chapter 3; Part 5, Insurance Requirements, or such subsequent provisions promulgated by FNMA setting forth requirements for its purchase of mortgages.

Section 5. Upon written request to the Association, from any holder of a first mortgage, the Association shall provide that first mortgage holder a financial statement for the immediately preceding fiscal year.

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**DECLARATIONS OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF
THE WILLOWOOD HOMEOWNERS' ASSOCIATION**

BY THIS DECLARATION made and entered on this 25th day of June, 1997, by the Willowood Homeowners' Association, hereafter referred to as the "Association" witnesseth:

Whereas, Homeowner is the owner of certain property in Santa Rosa County, Florida, which is more particularly described as:

*Willowood, a residential subdivision of a portion
of Section 29, Township 2 South, Range 28 West,
Santa Rosa County, Florida, according to the plat
of the subdivision recorded in Play Book "E" at
Page "68" of the public records of said County.*

NOW, THEREFORE, Willowood Homeowners' Association declares that all of the property described above shall be held, sold, and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall insure to the benefit of each Owner thereof.

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ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to the Willowood Homeowners' Association, Inc., a Florida corporation not for profit, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, as well as the contract vendee under a contract for deed, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property granted above and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the Conveyance of the first Lot and consists of the private roadways designated on the plat, as well as utility and drainage easements shown on the plat.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Common Expenses" shall include expenditures made or liabilities incurred by the Association for the benefit of the properties as otherwise authorized herein, together with payments or obligations to reserve accounts.

ARTICLE II. RIGHTS OF OWNERS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

- (a) the right of the Association to suspend the voting rights of any Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for and infraction of its published rules and regulations.
- (b) the right of the Association to grant permits, licenses, and easements over the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right off enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III. TENANT/LEASE

Section 1. Owners will have Willowood Homeowners' Association Declaration of Covenants, Restrictions and Conditions written into the lease.

Section 2. Owners will be responsible for tenants to abide by all covenants, restrictions and conditions bestowed by the Willowood Homeowners' Association.

Section 3. Tenants will not have any member or voting rights.

ARTICLE IV. MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Members shall be all Owners and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as determined by the Owners thereof, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE V. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. For each Lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments of charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interests, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which the assessment is made. Each such assessment, together with interests, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such

property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of the Owner unless assumed expressly by them.

Section 2. Purpose of Assessments.

- (a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents, and for the improvement and maintenance of the Common Area. The Association shall have the obligation to maintain all common areas and improvements thereon; maintain the lighting, roads, irrigation system, wall, guardhouse and other infrastructure and sign at the entranceway; maintain all grass, trees, shrubbery, flower beds, and landscaping of common areas.
- (b) The Board of Directors shall enter into a service contract with a lawn maintenance company which shall provide weekly lawn service on the common areas and on all lots. Service shall include mowing, trimming of all sidewalks, driveways, edges of homes, curbs and other edges, as required in the contract. Service shall be carried out on a seasonal schedule, related to climate and growing season.
 - (i) The Board of Directors shall obtain bids, on an annual basis, from lawn service companies that are qualified to provide service as required by the Association. Companies shall show evidence of worker's compensation insurance and any other requirements as sought by the Board of Directors, including, but not limited to references. The terms of the contract shall include types of mowing and trimming equipment required and heights of mower settings, depending upon needs defined by the Association and evidence of competent personnel to carry out the required work.
 - (ii) The Board of Directors shall seek the best possible price from a reputable lawn service, on a one year (12 months) contract basis. This contract shall be renewable for up to three (3) additional contract years without new bids being obtained, with a review of services at the end of each 12 month period.

Section 3. Maximum Annual Assessment.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more that fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.
- (b) The maximum annual assessment may be increased above fifteen percent (15%) by a vote of two-thirds (2/3) of each member who is voting in person or by proxy, at a special meeting for this purpose.
- (c) Regardless of the provisions above, the Association shall be obligated to pay all *ad valorem* real property taxes unpaid upon any Common Area, and no limitation above shall ever prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each member who is voting in person or by proxy at a special meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all votes of each membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be those who are present at the meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots. All assessments shall be payable on a quarterly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month, in quarterly increments, following a conveyance by Homeowner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies by the Association. Any assessment not paid within fifteen (15) after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action of law against the Owner personally obligated to pay the same or foreclose the lien against the property.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 10. Reserve Fund. The Association is required to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Areas, which fund is to be maintained out of regular assessments for common expenses. The Association shall reserve each year a fund for road maintenance of not less than Five Hundred and no/100 (\$500) dollars per year.

Section 11. Working Capital. There shall be collected at closing of the initial sale of each Lot to a non-builder a sum equal to at least two (2) month's assessments for each Lot, which fund shall be transferred to the Association at closing and shall be kept in an account for the benefit of the Association.

ARTICLE VI. ARCHITECTURAL CONTROL

Section 1. Exterior Changes.

(a) No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any major exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall be submitted to and approved in writing by the Architectural Control Committee, as to the harmony of the topography and compliance with the intent of these restrictions.

(b) All owners shall submit in writing, at least fifteen (15) days in advance, detailed plans of any request to make any major exterior changes to their home, lot, landscape or building, to the Architectural Control Committee or Board of Directors. No major exterior activity shall be allowed to commence without written approval from the Architectural Control Committee and/or the Board of Directors.

(c) The Architectural Control Committee shall seek input from any resident or residents affected or potentially affected by any change. Final approval rests with the Architectural Control Committee.

(d) Approval from the Architectural Control Committee and/or Board of Directors shall be for a period of sixty (60) days from the date of the homeowner's receipt of approval. A thirty (30) day extension may be granted, if requested in writing. After that period the request must be resubmitted to the Architectural Control Committee and/or the Board of Directors.

Section 2. Duration of Requests. In the event that the Architectural Control Committee, or a member designated by it, fails to approve or disapprove such plans and specifications within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 3. Plans. Without limitation, the plan submitted to the Architectural Control Committee shall show the elevation and other matters above set forth, rear, and both side walls of the structure, including location of windows.

Section 4. Landscaping. A landscape plan of the yard shall be submitted to the Architectural Control Committee for its approval. Nothing shall be planted or cut down without prior approval of the Architectural Control Committee.

Section 5. Membership of the Architectural Control Committee. The Architectural Control Committee shall consist of the board members of the Willowood Homeowners' Association.

Section 6. Compatibility. The Architectural Control Committee will deny approval to a proposed building or other improvements if the location, type, and style are not compatible with the existing use of homes in the subdivision.

ARTICLE VII. BUILDING ON PORTIONS OF TWO LOTS

The Architectural Control Committee, in its sole discretion, may permit the erection of a building on a portion of one (1) platted lot or on portions of contiguous platted lots, and the building sites may be smaller in area than the platted lots, provided that the covenants and restrictions otherwise herein contained are not otherwise violated.

ARTICLE VIII. GENERAL PROVISIONS

Section 1. Enforcement. The Association, or an Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration, as well as all currently existing restrictive covenants affecting the development. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by Owners of not less than two-thirds (2/3) of the Lots.

Section 4. Structures and Setbacks.

- (a) No structure of any kind shall be erected, altered, placed, or permitted to remain on any residential building Lot other than a single-family residence, and such building shall not exceed two and one-half (2 ½) stories in height.
- (b) No dwelling shall be constructed with a living area of less than one thousand six hundred (1,600) square feet.
- (c) No building or other structure (except eaves, overhangs and chimneys) shall be constructed within five (5) feet of the side lot line or within twenty (20) feet of the front lot line of the building site upon which the building is to be erected.
- (d) These additional setback provisions in this instrument may be waived by a recordable instrument in writing executed by the Architectural Control Committee described in Article V of this Declaration if it determines that because of the irregular shape of the building site, a curve in the road, an angled lot line, or for any other reason it deems sufficient, that such a violation would be minor and not affect the value of the owners of other lots subject to this instrument.

Section 5. Trade Activity. No noxious or offensive trade or activity shall be carried on or permitted upon any Lot, nor shall anything be done on any Lot which may become a nuisance or annoyance to Owners in the development.

Section 6. Animals and Pets.

(a) no permitted animals shall be kept in such numbers as to be an annoyance to any Lot Owner in the development. No livestock, poultry, or animals of any kind except dogs and cats, shall be raised, bred, or kept on any Lot. Dogs, cats or other ordinary domestic household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

(b) the Architectural Control Committee may require removal of a pet if in its sole discretion it deems the pet to be an unreasonable annoyance to other owners in the subdivision, either because of the nature of the pet or because its owner fails to control it so as not to annoy other owners.

(c) if an Owner fails to remove a pet from the subdivision after demand by the Architectural Control Committee, the owners of the Lot upon which the pet is kept shall pay all costs incurred by the Association in any judicial action seeking to rid the subdivision of the pet, including reasonable attorney's fees.

(d) pet owners are required to gather and dispose, in a sanitary manner, any pet droppings whatsoever, on common property or on private lots. Additionally, pet owners will not allow pets to foul, pollute or contaminate any common or private property or landscaping. All Santa Rosa County ordinances also apply within Willowood, including lease laws.

(e) Non-residents are not permitted to bring their pets onto the common property.

Section 7. Vehicles.

(a) No vehicle including boats, mowers or other gas or electric equipment or similar equipment shall be stored or parked permanently in view of other Willowood residences. All cars and small passenger vehicles, to include golf carts, shall be kept garaged when not in use. If a third vehicle is licensed by the home owner, it may be parked in the driveway of the owner.

(b) No vehicle shall be parked on the street, except for vehicles of guests, and these shall follow normal Willowood parking rules, and not be parked in a manner that impedes traffic, nor parked on common areas.

(c) Storage facilities used during the construction of a home will be permitted temporarily during the reasonable need by the builder for such facility.

(d) No boat, camper trailer, motor home, or any other type of recreational vehicle shall be permitted on lots affected hereby unless they are kept in a garage with the door closed.

Section 8. Refuse.

(a) No garbage, rubbish, trash, or other miscellaneous unsightly objects shall be dumped or allowed to be dumped on any Lot. All sanitation containers shall be placed in a non-visible area at all times except when being serviced for pickup.

(b). The Board of Directors shall determine a single waste management corporation or organization to routinely provide garbage service, on as regular schedule, to the entire development, based on a review of costs, dependability and environmental compliance. This service shall be reviewed every two years, at a minimum. All residents are required to use, at their own cost, the selected corporation or organization, in order to minimize traffic and order.

Section 9. Antennas and Dishes. A satellite dish or television antenna may be constructed or erected on individual lots. All television antenna and satellite dish installations must be done in accordance of Federal Communications Commission (FCC) regulation, and submitted to the Association via the Architectural Control Committee for approval.

Section 10. Maintenance of Property.

(1.) Each Owner shall maintain his building and other portions of his property in a neat, clean and attractive manner. Failing the performance, the Association may cause such maintenance or repair and assess to the Lot Owner for all costs incurred by the Association in causing such maintenance or repair. All assessments under this paragraph shall be enforced by filing liens in the same manner as an assessment mentioned in Article V, above. The portion of the street right-of-way which has been sodded shall be considered the yard of the Lot Owner.

(2.) No article shall be stored on porches, patios, decks or sidewalks which may constitute a safety hazard. All barbeque appliances shall be fire and safety approved.

(3.) Owners are responsible for the maintenance and repair of their dwellings and the cleaning of exterior windows, doors, driveways, sidewalks, patios, and porches. Owners, at their sole expense, shall maintain and keep in good repair the exterior of their home and improvements such as landscaping, fences, walkways and driveways. Fences shall be the sole responsibility of the owners, on either side of the fence.

(4.) No work of any kind shall be done or objects of any kind mounted or placed on portions of the Lot without the written approval of the Architectural Control Committee. Questions concerning major maintenance and substantive repair shall be addressed in writing to the Board of Directors.

Section 11. Audio Restrictions.

(1.) In order to insure the comfort and peaceful enjoyment of all residents, the playing of phonographs, tape recorders, radios, television sets, musical instruments or other devices that transmit sound, must not exceed a reasonable volume at any time, and between the hours of 10 p.m. and 8 a.m. shall be kept at a volume that cannot be heard outside the home in which located. In addition, barking dogs are considered a nuisance and as such are prohibited, along with any

vehicle or engine of any kind which shall produce a noise that may be a nuisance to residents.

(2.) Special events, such as private or public parties, or other social occasions, that may be held out-of-doors and may produce noise, regardless of the time of day or night, should be approved by the Board of Directors.

Section 12. Garage Doors. Garage doors must remain fully closed at all times, except when vehicles are entering or leaving the garage; or when owners are working inside the garage or working in the yards.

Section 13. Materials and Colors. All exterior materials and colors used in the construction of any building or other structure on the premises shall be approved in writing by the Architectural Control Committee prior to its use. Stucco or stucco-like finishes will be the predominant exterior material of each dwelling unit.

Section 14. Fences. No fence whatsoever may be erected without the express written permission of the Architectural Control Committee. If allowed, a fence shall be of a decorative nature such as a lattice fence, of no greater height than three (3) feet, with the exception of a pool, four (4) feet to meet State of Florida requirements. No privacy fences shall be permitted whatsoever, except privacy screening of deck areas, which may not extend more than four (4) feet from the wall of the building and which shall not be permitted unless approved by the Architectural Control Committee in writing before construction thereof.

Section 15. Drapes, Grass, Sprinklers.

(a) The backs of all drapes visible to the outside shall be white.

(b) All Lots are to be fully sodded and landscaped.

(c) The Architectural Control Committee has determined that St. Augustine (*Stenotaphrum secundatum*) and Centipede (*Eremochloa ophiuroides*) grass is to be used on each building site. Existing homes with Bermuda grass (*Cynodon dactylon*) or Zoysia grass (*Zoysia japonica*) may retain that usage.

(d) A sprinkler system shall be installed on each Lot to cover one hundred percent (100%) of the area.

Section 16. Signage. No sign of any kind shall be displayed to the public view on any Lot except one sign of reasonable size advertising the property for sale or rent or used by a builder to advertise the property during the construction and sales period, with the exception of one (1) security system sign.

Section 17. Windows and Easements.

(a) each dwelling house constructed on the property subject to these restrictions shall be planned so that windows are predominantly on one side of the dwelling house. For purpose of this provision, the sides are walls running away from the street line and approximately perpendicular thereto, this provision not being intended to affect the

front of the house or the rear of the house. On all lots running East and West, the side with the predominant windows shall face South. On all Lots more North and South than East and West, the side predominantly having windows shall be determined by the Architectural Control Committee.

- (b) each Lot Owner is granted an easement over abutting properties for purposes of repair and maintenance of roof and building, for ingress and egress, and for drainage, which easement shall extend to the side wall of the dwelling on the abutting lot, or the three (3) foot strip of the abutting property nearest the Lot line dividing the properties, whichever is less.

Section 18. Utilities. A general utility easement is reserved along all roadways as shown by the record plat for purposes of installation and maintenance of public utilities. Within such easement no structures, plantings, or materials of a permanent nature shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of such public utilities (except driveways and walkways which shall not be such structures as are prohibited hereby). In the event that any easement for the apparent purpose of public utilities is shown on the recorded plat which is additional to or greater in extent than any easement set forth in this Declaration, then an easement is also reserved by the Association over that additional area or to such greater extent for the purposes and with the limitations set forth in the preceding sentence. An easement is retained in favor of the Association over any portion of a Lot upon which no improvement is situated, which easement is for the purpose of installing and maintaining utilities to abutting and other lots in the subdivision. No utilities shall be located so as to prohibit or hinder construction of a dwelling house or other incidental improvements on any lot, and any surface damage incurred during installation of any utility line across any lot shall be repaired and restored immediately by the entity constructing the utility line. The purpose of the utility easement mentioned in the last two sentences is to provide utility service to residences in the subdivision, provided there is a reasonable need for one owner to cross the Lot of another Owner. The Owner of a Lot needing to cross another Lot with a Utility line shall not do so until granted written approval by the Architectural Control Committee.

Section 19. Waivers. The Architectural Control Committee is granted the right to waive minor violations of these covenants of any nature (not only building design and location) upon written determination by the Committee or Board of Directors that the violation waived is minor and does not adversely affect the value of the Lots in the remainder of the development.

Section 20. Covenant Violations. If any Owner or occupant of the Lot in the development shall violate any of these covenants and restrictions while in force and effect, it shall be lawful for the Association or any owner to prosecute any proceedings at law or in equity against any person violating or attempting to violate such covenants or restrictions and either prevent them from doing so or to recover damages of such violations.

Section 21. Binding Authority. These covenants and restrictions are to run with the land and shall be binding on all parties until these restrictions are waived in writing by a majority of the then record Owners of Lots in the subdivision. Except as otherwise provided herein giving the Architectural Control Committee the right to waive some

violations under certain conditions, in no event shall any restrictions and covenants by so waived prior to January 1, 2019, except by an instrument signed by the Owners of no less than two-thirds (2/3) of the Lots.

Section 22. Title Security. In no event and under no circumstances shall a violation of any covenant or restriction herein contained work a forfeiture or reverter of title.

Section 23. Judicial Invalidation. Invalidation of any of these covenants or restrictions thereof by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

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HISTORY

The Willowood Homeowners' Association was created and registered as a residential subdivision of Santa Rosa County, Florida in Book 1092, Page 178, File #909685, recorded June 27, 1995.

The Willowood Homeowners Association operates under the Laws of Florida, as set forth in F.S. Chapter 720 (Community Associations) and F.S. 617 (Not For Profit Corporations) and any other applicable State or County laws and ordinances.

The By-Laws were amended on August 3, 2000, and registered with the Santa Rosa County Clerk of Courts, August 3, 2000, 11:50 AM, File #200029309, recorded August 3, 2000

The Declaration of Covenants were amended on June 5, 2001.

The Declaration of Covenants were amended on June 14, 2006.

The By-Laws and the Declaration of Covenants were amended April 2, 2007.

The Willowood development was established by developer C. Robert Askew, president of Askew Development Company, 4300 Bayou Blvd, Pensacola, FL 32503, and G. W. Chisenhall, Vice President of Citizens & People National Bank of Florida, with plans and plat registered with Santa Rosa County on April 2, 1990. The development was approved by the Santa Rosa County Commission on April 12, 1990 and registered with the Santa Rosa County Clerk in Plat Book E, Page 68, in the public records of Santa Rosa County on April 23, 1990.

Legal Description: Begin at the Northeast Corner of Lot 21, Block "E", Tiger Point Village, Unit #1 as recorded in Plat Book "C" at page 8-B of the Public Records of Santa Rosa County, Florida, thence run South 0 degrees, 00'.00" East along the East line of Lot 21 for 320.00 feet; thence run North 90 degrees, 00'00" East for 6 feet more or less to a point on the edge of a canal, said point hereinafter known as "Point A."; thence beginning again at the point of beginning run South 90 degrees, 00'00" West along the North line of said Lot 21 for 188.74 feet to the point of curve of a circular curve concave to the Northeast having a radius of 324.83 feet and a central angle of 16 degrees 30'54"; thence run westerly along the arc of said curve for 93.63 feet to the Northeast corner of said Lot 21; thence run South 16 degrees, 30'54" West along the West line of said Lot 21 for 136.93 feet; thence continue along said West line South 0 degrees, 0'0" East for 72.21 feet; thence run North 79 degrees, 30' 31" East for 274.59 feet; thence run South 0 degrees, 00'00" East for 300.00 feet; thence run North 79 degrees 30' 31" West for 274.59 feet to said West line; then run South 41 degrees 58' 58" West for 110 feet more or less to the edge of a canal; thence meander Southerly along the edge of said canal for 745 feet more or less to the West line of said Lot 21; thence run South 0 degrees, 0' 0" East for 55 feet more or less to the Southwest corner of Lot 21; thence run North 90 degrees, 00'00" East for 320.00 feet to the Southeast corner of said Lot 21; thence run North 0 degrees, 0' 0" West along the East line of said Lot 21 for 136 feet more or less to the edge of a canal; thence meander Northerly along the edge of said canal for 800 feet more or less to the aforesaid point "A", all lying and being in Section 32 and 33, Township 2 South, Range 28 West, Santa Rosa County, Florida, containing 794 acres, more or less.

[Technical edit, 6-15-07]