

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 Willowood Homeowners' Association, 1299 Willowood Circle, Gulf Breeze, Florida 32563)

1. AS A LESSEE OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO ABIDE BY THE BY-LAWS OF THE WILLOWOOD HOMEOWNERS HOMEOWNERS' ASSOCIATION COVENANTS, CONDITIONS & RESTRICTIONS. ARTICLES PERTAINING TO LESSEE ARE HIGHLIGHTED IN YELLOW.

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.
- 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

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

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 be 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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