

28
Prepared by and return to:
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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR WILLOWBROOK AT OAKLEAF PLANTATION**

THIS DECLARATION, made and executed as of the 24 day of October, 2012, by MATTAMY (JACKSONVILLE) PARTNERSHIP, a Florida general partnership, whose mailing address is 7800 Belfort Parkway #195, Jacksonville, Florida 32256, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain property in Clay County, Florida, which is more particularly described in the schedule attached hereto as **Exhibit "A"**, which property has been platted as **Willowbrook at Oakleaf Plantation**, according to the plat thereof as recorded in Plat Book 56, at Pages 27-33, inclusive, of the Public Records of Clay County, Florida (the "Willowbrook Plat").

NOW, THEREFORE, Declarant hereby declares that all of the real property described above shall be held, sold, conveyed, leased, encumbered and otherwise dealt with subject to the easements, restrictions, covenants, and conditions, reservations, charges and lien rights hereinafter set forth, all of which are for the purpose of protecting the value, desirability and attractiveness of, and which shall run with, said real property and be binding upon, and inure to the benefit of, all parties having or acquiring any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns.

**ARTICLE I
DEFINITIONS**

Section 1.1. Defined Terms. The following words and phrases, when used in this Declaration or any supplemental declaration hereto, shall have the following meanings:

(a) **"Additional Property"** shall mean real property, other than that described in the schedule attached hereto as Exhibit "A", which may in the future be brought within the jurisdiction of the Association and this Declaration by amendment or supplement to the Declaration.

(b) **"Architectural Review Committee"** and **"ARC"** shall refer to the committee established and described in Article VI hereof.

(c) **"Articles"** shall mean the Articles of Incorporation of the Association as they may exist from time to time.

(d) **"Association"** shall mean **Willowbrook At Oakleaf Plantation Homeowners' Association, Inc.**, a Florida not-for-profit corporation, its successors and assigns. The initial Articles of Incorporation of the Association are attached hereto **Exhibit "B"** and incorporated herein by reference.

- (e) **"Board"** shall mean the Board of Directors of the Association.
- (f) **"By-Laws"** shall mean the By-Laws of the Association as they may exist from time to time. The initial By-Laws are attached hereto as **Exhibit "C"**, and incorporated herein by reference.
- (g) **"Common Expenses"** shall mean expenditures for maintenance, operation and other services required or authorized to be performed by the Association with respect to the Common Areas, or otherwise, and as may be further set forth herein.
- (h) **"Common Area"** shall mean and refer to those areas of land shown on the Willowbrook Plat, intended to be devoted to the common use and enjoyment of the owners of the Property; and all real property, including any improvements thereon, now or subsequently owned by the Association for the common use and enjoyment of the Owners; and any real property subsequently deeded by the Declarant to the Association for the common use and enjoyment by the Owners; and shall include, but is not limited to, **Tract "A"** and **Tract "B"** and **Tract "C"**, as shown on the Willowbrook Plat.
- (i) **"Declarant"** shall mean Mattamy (Jacksonville) Partnership, a Florida General Partnership. Wherever the term Declarant is used in this Declaration, the Articles or By-Laws, it shall be deemed to include the successors and assigns of the Declarant, but only to the extent specifically so identified by an instrument in writing executed and recorded by the Declarant and shall not include an Owner who has purchased a Lot from the Declarant.
- (j) **"Declaration"** shall mean this Declaration of Covenants, Conditions and Restrictions as it may, from time to time, be amended or supplemented.
- (k) **"Institutional Lender"** shall mean the owner and holder of a mortgage encumbering a Lot when such owner and holder shall be a bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, an agency of the United States government, public or private pension fund, the Veteran's Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, a credit union, real estate or mortgage investment trust, or other lender generally recognized in the community as an institutional lender.
- (l) **"Lot"** shall mean any parcel of land shown on any recorded subdivision map or plat of the Property upon which shall be located a residential dwelling unit.
- (m) **"Maintenance"** shall mean, but not be limited to, cleanup, landscaping and grounds care, and upkeep of recreational amenities, and other facilities within the Common Area, and the repair, maintenance and upkeep of the entry features, as well as those private easements and utility easements as set forth on the plat, together with all additional maintenance requirements as set forth herein.
- (n) **"Member"** shall mean all Owners who are Members of the Association as provided in this Declaration.
- (o) **"Notice"** shall mean delivery to the person or entity that appears as Owner in the records of the Association of any document by mail with postage prepaid to the last known address

reflected in the records of the Association. Notice to one of two or more co-owners of a Lot shall constitute notice to all Owners of such Lot.

(p) **"Owner" or "Owners"** shall mean the owner as shown on the records of the Association (whether it be the Declarant, one or more persons, firms or legal entities) of fee simple title to any Lot located within the Property or any Additional Property. Owner shall not mean the holder of any mortgage or lien unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure nor shall the term include any lessee or tenant of any Owner.

(q) **"Plan" or "Plat"** shall mean the recorded plat of Willowbrook at Oakleaf Plantation, as recorded in Plat Book 56, at Pages 27-33, inclusive, of the Public Records of Clay County, Florida; together with any Additional Property for the development of said Willowbrook at Oakleaf Plantation as defined in Section 1.1(a) herein.

(r) **"Property"** shall mean the real property described in Exhibit "A" attached hereto and, when added in accordance with the terms and conditions hereof, any Additional Property which may be made subject to this Declaration in the manner provided herein.

(s) **"Willowbrook Plat", or "Willowbrook at Oakleaf Plantation"** shall mean the property described in the schedule attached hereto as Exhibit "A" which has been platted as Willowbrook at Oakleaf Plantation, according to the plat thereof as recorded in Plat Book 56, at Pages 27-33, of the Public Records of Clay County, Florida, together with any Additional Property which may be made subject to the terms of this Declaration in the future pursuant to the terms hereof.

(t) **"Drainage Easement"** shall mean and refer to any drainage easement declared and reserved on the Plan.

(u) **"Initial Assessment"** shall mean the one-time assessment collected from an initial purchaser of a Lot upon which Lot a single-family Residence has been constructed from a Builder as provided for in Section 5.9 hereafter.

Section 1.2. Interpretation Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for the development and preservation thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II

EASEMENTS AND PROPERTY RIGHTS IN THE COMMON AREA

Section 2.1. Utility Easements. In addition to, and subject to, the terms of those easements set forth on the Willowbrook Plat, the Declarant reserves the right to grant easements to any public or private utility or governmental authority providing utility and other services within the Property over, under, upon and through the Property. Any such easement granted by the Declarant pursuant hereto shall be given for the purpose of maintaining, installing, repairing, altering and operating sewer lines, irrigation lines, water lines, effluent disposal lines, pipes, wires, power lines, telephone service, gas lines, cable

television service, alarm systems, and like machinery, equipment and apparatus appurtenant to all of the forgoing as may be necessary or desirable for the installation and maintenance of utilities and providing services to Owners, the Property and the Common Area. All such easements shall be of such size, width and location as the Declarant, in its discretion, deems appropriate; provided, however, such discretion will be exercised in such a manner so as to not unreasonably interfere with the use of any improvements which are now, or may hereafter be, located upon the Property.

Section 2.2. Owners' Easement of Enjoyment. Except as to (i) the street, right of way, sidewalk easements and drainage easements depicted and dedicated on the Plat to Clay County, Florida, and (ii) the Clay Electric Cooperative, Inc. ("CEC") easements for electric service dedicated on the Plat to the CEC; and (iii) the easements for water and sewer systems marked "JEA" which have been dedicated on the Plat to JEA, and those private drainage easements depicted on the Plat, every Owner shall have a right and easement of enjoyment in and to the Common Areas, if any, which shall be appurtenant to and shall pass with the title to every Lot.

Section 2.3. Conveyance of Common Area. On or before such time as eighty percent (80%) of the Lots have been sold and conveyed from the Declarant to the individual Owners, Declarant shall convey by quit claim deed its fee simple right, title and interest in and to those areas designated as Common Area on the Plan to the Association, such deed to be recorded among the public records of Clay County, Florida; and whereupon the Association shall assume the responsibility for the maintenance and repair of such Common Area in accordance with the terms and provisions of this Declaration.

Section 2.4. Surface Water Management System. The St. Johns River Water Management District has issued to Mattamy Homes its Permit No. 40-019-65850-85, as modified by its letter dated January 6, 2012. Upon completion of the towhhomes and other improvements by Declarant, and its subsequent conveyance of the lots defined on the Willowbrook Plat, the rights and obligations of Mattamy Homes under this Permit No. 40-019-65850-85, as subsequently amended and modified, and as permitted by the St. Johns River Water Management District, shall be assigned by Mattamy Homes to the Association.

In the event of a dissolution or termination of the Association, the assets of the Association and the responsibility for the operation and maintenance of the Surface Water Management System as it relates to the Property must be transferred as provided for in Article XI of the Articles.

Section 2.5. Miscellaneous. All platted utility easements shall also be easements for the construction, installation, maintenance, and operation of cable television services which shall not interfere with the facilities and services of any electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. Such construction, installation, maintenance, and operation shall comply with the national electrical safety codes adopted by the Florida Public Service Commission.

Section 2.6. Right to Grant or Relocate Easement. The Declarant (during any period in which the Declarant has any ownership interest in the Property) and the Association shall each have the right to grant such additional drainage, water and sewer, electric, telephone, gas, sprinkler, irrigation, cable television or other easements, and to relocate any existing easement in any portion of the Property, including the lots, and to access easements and to relocate any existing access easements in any portion of the Property as the Declarant or the Association shall deem necessary or desirable, for the proper operation and maintenance of the Property, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use

of the Lots for dwelling purposes. There shall be reciprocal appurtenant easements of encroachment as between each Lot and the Common Area adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements installed by utility companies or governmental entities or the Declarant, to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point.

ARTICLE III **RULES AND REGULATIONS**

Section 3.1. Residential Use. Each Lot shall be used for single-family residential purposes only, and no trade or business of any kind may be carried on therein or thereon; provided, however, the lease or rental of a residence shall not constitute a violation of this covenant.

Section 3.2. Antennas. No television antennas may be erected and maintained on a Lot if cable television is available to serve the Properties. If cable television is not available, a single television antenna may be erected and maintained solely within the attic area and not otherwise visible from the exterior, which antenna shall be removed within three (3) months from the date of availability of cable television. Satellite dishes, one meter or greater in diameter, including support structures appurtenant thereto, which are no higher than four (4) feet from ground level may be installed in rear yards so long as the entire rear yard is fenced in the manner provided herein. A satellite dish which is less than one meter in diameter shall be installed so that the same is not visible from the street, provided, however, that this restriction shall not apply if installation in a location visible from the street is necessary in order for the satellite signal to be received by such satellite dish.

Section 3.3. Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind.

Section 3.4. Prohibition of Damage and Certain Activities Nothing shall be done or kept on any Lot or in the Common Area which would be in violation of this Declaration or any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area shall be committed by any Owner or any Tenant or invitee of any Owner; and each Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from any such damage or waste caused by him or his Tenants or invitees, to the Association or other Owners. No noxious, destructive or offensive activity shall be permitted on any Lot or in the Common Area, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing on the Property.

Section 3.5 Signs Prohibited No sign on any kind shall be displayed to the public view on any Lot or the Common Area.

Section 3.6. Parking. No truck or van with more than 3/4 ton capacity, boat, trailer, recreational vehicle or commercial vehicle shall be parked, stored or otherwise kept on any portion of the Property for more than twenty-four (24) hours, except that any of the foregoing vehicles may be stored in the garage on a Lot so long as the garage door is fully closed while such vehicle is located therein. The term "commercial vehicle" shall include, without limitation, all autos, trucks, vans and other vehicular equipment, which bear signs or shall have printed thereon any reference to a commercial undertaking or enterprise. Commercial vehicles in the process of loading or unloading shall not be considered to be

"parked" so long as such vehicles shall not be kept on the Property overnight. Further, the Association may promulgate further rules and regulations affecting the parking of any vehicles on the Lot which appear in the best interests of all Owners.

Section 3.7. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or the Common Area, except that dogs, cats and other customary household pets maybe kept on Lots subject to limitations, which may be imposed from time to time by applicable governmental authority and further subject to rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose. Each Owner shall be responsible at all times for the prompt collection and proper removal and disposal of all excrement from their pets. The Association may prohibit the keeping of any pet anywhere upon the Property which the Association reasonably determines may constitute a threat to the safety or health of persons lawfully upon the Property. All Owners at all times shall comply with all rules, regulations, ordinances, statutes, and laws adopted, promulgated, or enforced by any public agency having jurisdiction of the Property and relating to animals, and shall at no times allow such animals to constitute a nuisance within any portion of the Property. Each Owner of a Lot, which for purposes of this Section shall include all persons living within the residential dwelling unit located upon each such Lot, shall be limited to a maximum of three (3) customary household pets, including without limitation dogs, cats, or other animals which are not usually kept in a cage or tank, at any one time. This restriction shall control in the event of a conflict between this Section and any rule which may be adopted by the Association from time to time governing the keeping of pets by Owners.

Section 3.8. Trash and Garbage. No trash, garbage, or other waste material shall be kept or permitted upon any Lot or the Common Area except inside the improvements on each Lot or in sanitary containers concealed from view and otherwise in conformity with rules and regulations adopted by the Association. There shall be no burning of trash or any other waste material.

Section 3.9 Provisions Are Inoperative As to Initial Construction. Nothing contained in this Declaration shall be interpreted or construed to prevent the Declarant, its transferees, or its or their contractors, or sub-contractors, from doing or performing on all or any part of the Property owned or controlled by the Declarant, or its transferees, whatever they determine to be reasonably necessary or advisable in connection with the completion of the construction, marketing and sale of improvements on the Lots and the Common Area, including, without limitation:

(a) Erecting, constructing, and maintaining thereon such temporary structures or uses otherwise conforming with applicable zoning regulations of Clay County, Florida as may be reasonably necessary for the conduct of Declarant's business of completing such construction and establishing the Property as a residential community and disposing of the same in parcels by sale, lease, or otherwise; or

(b) Maintaining such sign or signs thereon conforming with applicable zoning regulations of Clay County, Florida as may be reasonably necessary in connection with the sale, lease, or other transfer of the Property in parcels.

As used in this Section and its sub-paragraphs, the term "its transferees" specifically does not include purchasers of Lots improved as completed residences.

Section 3.10. Recreational Equipment. Subject to prior approval of the ARC as to specific location, all basketball backboards, fixed or otherwise, and any other fixed game and play structures shall be located at the rear of the dwelling, or in the case of corner Lots on the inside portion of the Lot within

the setback lines. Tree houses or platforms of the like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the residence constructed thereon. Skateboard ramps or equivalent structures shall not be permitted on any Lot.

Section 3.11. Fences. Subject to the prior approval of the ARC, an Owner may install a privacy fence only between such Owner's residential dwelling unit and an adjacent residential dwelling unit along the line dividing the respective Lots. On any side where no other residential dwelling unit abuts the Owner's unit, the Owner is hereby prohibited from erecting any fence. Any such fence so installed shall be six feet (6') in height, as measured from the ground, and extend no more than eight feet (8') from the rear of the Owner's residential dwelling unit. All such fences shall be manufactured from solid vinyl or pvc material and shall be white in color. From time to time, the ARC may adopt rules governing the landscaping of such fences which may be required, provided always that any such landscaping which may be permitted by the ARC shall be aesthetically compatible with the existing landscaping of the residential dwelling unit.

Section 3.12. Safe Neighborhood Improvements District. Clay County, Florida may require or permit the Declarant to form one or more safe neighborhood improvements districts, as provided for in Part IV of Chapter 163, Florida Statutes, as the same may be amended from time to time for maintenance and operation of street lights to be installed on the Property, maintenance of stormwater drainage and retention systems on the Property, or the performance of other services beneficial to Owners of Lots in the **WILLOWBROOK AT OAKLEAF PLANTATION**. All Lots shall be encompassed within any such districts which may be established and shall be subject to the restrictions, limitations and assessments as may be imposed upon the property within any such district(s). All Owners shall be bound by any agreement or resolution creating a safe neighborhood improvements district and all Owners shall join in and execute any instrument which may be required in connection with the establishment of such district(s).

Section 3.13 Swimming Pools. No swimming pool, whether above or below ground, shall be constructed on any Lot.

Section 3.14. Air Conditioning Equipment. Heating and cooling of residences with systems of active or passive solar, wind and other forms of energy other than gas or electric shall be subject to prior approval of the ARC. Components of such systems that are affixed to the exterior of a residence shall not be permitted unless the design thereof shall have first been approved by the ARC. Exterior components of any cooling or heating system (or a combination thereof) shall be substantially screened from view from the street fronting the residence.

Section 3.15. Transmission Facilities. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which interferes with the reception of television or radio received upon any other Lot.

Section 3.16. Maintenance of Lots. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All setback areas, yards, walkways, driveways and parking areas shall be maintained and kept in a neat and clean condition, free of refuse and debris. All landscaped areas (up to the edge of pavement on the public right-of-way adjacent to each Lot) shall be maintained in live, healthy and growing condition, properly watered and trimmed. Any planting of grass, shrubs or trees which become dead or badly damaged, shall be replaced with similar sound and healthy plant materials.

Section 3.17. Fuel Tanks. No fuel tanks or similar storage receptacles may be exposed to view from front or side streets or adjacent properties, but may be installed within the main dwelling house,

within a walled in or screened area, or buried underground, and shall be approved by the ARC prior to construction.

Section 3.18. Mailboxes. All mailboxes shall meet the requirements of the United States Postal Service for multiple mailboxes and shall otherwise conform with the criteria of the applicable governmental authority as to type of mailboxes allowed and the specific distance needed in the recovery area of the street system.

Section 3.19. Inoperative Vehicles and Repair. No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain on the Property for a period in excess of two (2) days. There shall be no major maintenance, repair or restoration performed on any motor vehicle on or adjacent to any Lot in the Property; provided, however, such maintenance, repair or restoration may be done if solely within an enclosed garage. All vehicles shall have current license plates. Moreover, no stripped, unsightly, offensive, wrecked, junked, or dismantled vehicles or portions thereof shall be parked, stored or located upon any Lot at any time.

Section 3.20. Garage Doors. All single family residences shall be constructed so as to include operational garage doors. All garage doors shall remain closed at all time when not in use for entry or exit to or from the garage.

Section 3.21. Window and Sliding Glass Door Treatments. All windows shall have two inch (2") white blinds; all sliding glass doors shall have white vertical blinds.

Section 3.22. Porches. Owners may install screen enclosures on existing patios or porches in the rear of a residential dwelling unit subject to the prior review and approval by the ARC of the plans for same. Any such enclosure approved by the ARC shall be constructed of screen material with white aluminum framing. No portion of the enclosure may be constructed of vinyl, including the roof or covering portion of such enclosure. No Owner shall be permitted to enlarge the size of the existing concrete patio or porch at the rear of such Owner's residential dwelling unit for any purpose.

Section 3.23. Short Term Rentals. Rentals of any Residence for a period less than seven (7) months shall be prohibited. All leases shall be filed with the Association in accordance with the requirements promulgated from time to time by the Board of Directors; such filing shall be complied with seven (7) days after the effective date of the lease. All leases and occupancy of leased premises shall comply with the zoning laws and regulations of the City.

Section 3.24. Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Lots and the Common Area, as the same are from time to time adopted by the Association. The prohibitions and restrictions contained in this Article shall be self-executing without implementation by further rules and regulations; provided, however, the foregoing shall not be construed as an implied prohibition preventing the Association from extending the scope of such prohibitions and restrictions from time to time by adopting further rules and regulations consistent with this Declaration.

Section 3.25. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors or the Association, a fine or fines may be imposed upon an Owner for failure of any Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation, contained herein and rules or regulations promulgated under the Articles of Incorporation or Bylaws of the Association, provided the following procedures are adhered to:

(a) Notice. The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting, which shall not be less than fourteen (14) days from the date of said notice. At the meeting, Owner shall present reasons why penalties should not be imposed.

(b) Hearing. The non-compliance shall be presented to the Board of Directors, at a meeting which shall not be held less than fourteen (14) days after the date notice of non-compliance is sent to Owner. The Board of Directors shall hear reasons why the penalties should not be imposed at said hearing. A written decision of the Board of Directors shall be submitted to the Owner no later than twenty-one (21) days after the Board of Director's meeting.

(c) Appeal. Any person aggrieved by the decision of the Board of Directors as to a non-compliance may, upon written request to the Board filed within seven (7) days of the person's receipt of the written decision of the Board of Directors, file an appeal with the Board of Directors to be heard by the appeals committee, which appeals committee shall consist of three (3) non-interested members of the Association. The appeals committee shall meet and file a written determination of the matter and serve copies on both the Board and the aggrieved person. In no case shall the appeals committee's findings be binding on either party; however, the Board of Directors may elect to review its decision in light of the findings of the appeals committee. A failure of an Owner to file an appeal shall be deemed to be a waiver of any further legal remedies relating to the infraction.

(d) Penalties. The Board of Directors may impose special assessments as follows:

(i) First non-compliance or violation: a fine not in excess of One Hundred Dollars (**\$100.00**).

(ii) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (**\$500.00**).

(iii) Third and subsequent non-compliance or violations that are of a continuing nature: a fine not in excess of One Thousand Dollars (**\$1,000.00**).

(e) Payment of Penalties. Fines shall be paid no later than thirty (30) days after notice of the imposition or assessment.

(f) Application. All monies received from fines shall be allocated for the benefit of the Association as directed by the Board of Directors.

(g) Non-Exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

ARTICLE IV **MEMBERSHIP AND VOTING RIGHTS**

Section 4.1. Membership. Every Owner of a Lot 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.

Section 4.2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, each of whom shall be entitled to one (1) vote for each Lot owned. When more than one (1) 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 (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) Three (3) months after ninety percent (90%) of the maximum number of residential Lots allowed for the Property have been conveyed to Class A Members;

(b) On the date which is ten (10) years after the recording of this Declaration; or

(c) Upon voluntary conversion to Class A Membership by the Declarant provided always, that such conversion shall not be effective sooner than the point in time at which certificates of occupancy have been issued for seventy percent (70%) of the lots.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.1. Creation of the Lien and Personal Obligation of Assessments The Declarant hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual, special and other assessments to be established and collected as hereinafter provided. Such assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot on the date when the assessment became due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed by such successor; provided, however, in no event shall assumption by a successor relieve the former Owner of any personal liability arising hereunder. In the case of co-ownership of a Lot, all such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 5.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners of the Lots, their guests, lessees and business invitees; for the improvement, repair, replacement and maintenance of the Common Area and the improvements located thereon; for payment of all taxes assessed to the Association, if any, in respect to the Common Area, or the improvements or personal property thereon, or both; and, for the general purpose of enabling the Association to perform and fulfill its authorized or required rights, powers, duties and obligations.

Section 5.3. Annual Assessments The Association shall have the power to levy annual assessments against the Lots and the Owners thereof in the manner and for the purposes provided herein.

The Association shall have the further right to require the payment of annual assessments in monthly, quarterly or semi-annual installments as the Association may deem necessary and appropriate.

Section 5.4. Maximum Annual Assessment. Until January 1 of the year immediately following the date of the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment shall be **\$1500.00 per Lot**, plus any amounts that may be assessed under Sections 5.5 or 5.6 of this Article V. The actual amount of the annual assessment shall be determined by the Board on an annual basis subject to the following:

(a) From and after January 1 of the year immediately following the conveyance of the first Lot by the Declarant to an Owner, the maximum annual assessment may be increased each year without a vote of the Members by an amount not more than fifteen percent (15%) over the maximum assessment for the preceding year.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot by the Declarant to an Owner, the maximum annual assessment may be increased by more than the amount permitted pursuant to Subparagraph (a), above, by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the amount set forth herein.

Section 5.5. Individual Assessments. The Association may impose an individual assessment upon any Owner whose use or treatment of the Common Area, any Lot or the improvements on any Lot is not in conformity with the standards adopted by the Association or which increases the maintenance cost to the Association above that which would result from compliance by the Owner with such use restrictions imposed by this Declaration. The maximum amount of such assessment shall be equal to such cost incurred plus ten percent (10%) to cover the cost of administration and may be enforced in the manner provided for other assessments.

Section 5.6. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may (i) 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 class of Members who are voting in person or by proxy at a meeting duly called for this purpose; or (ii) levy a special assessment upon authorization of the Board of Directors of the Association, for the purpose set forth in Sections 11.1.1 through 11.1.8 hereof.

Section 5.7. Notice and Quorum for Any Action Authorized Under Sections 5.4 and 5.6. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.4 or 5.6 shall be sent to all Members via regular U.S. Mail, not less than thirty (30) days nor more than sixty (60) days in advance of the meeting and shall be posted conspicuously on the Property or broadcast on closed circuit cable television not less than fourteen (14) days before the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast majority of all the votes of each class of Membership shall constitute a quorum.

Section 5.8. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots; provided, however, the Declarant may elect to pay the annual assessment upon unsold Lots owned by the Declarant at a rate equal to twenty-five percent (25%) of the normal

annual assessment for so long as Declarant shall obligate itself to pay any operating deficit incurred by the Association during the period of such lesser assessment. Notwithstanding the foregoing, any Lots from which the Declarant derives any rental income shall be assessed at the same rate as is hereinabove established for Lots owned by other Members of the Association, prorated as of, and commencing with, the first day of the month following the execution of the rental agreement.

In addition to the annual and special assessments authorized herein, the Association may levy, as hereafter set forth, a single lot assessment applicable only to a specific Lot that has failed to meet its maintenance obligations set forth in Article III.

Section 5.9. Initiation Assessment. In addition to the annual, special and individual assessments provided for hereunder, the Association shall have the right to collect from each party purchasing a Lot a one-time initiation assessment in the amount of **\$350.00**. The initiation assessment shall be due and payable only at the time of the conveyance of the Lot to the initial purchaser of the Lot from a Builder and shall not apply to subsequent conveyances of said Lot to subsequent Owners. As used herein, the term "Builder" shall mean a party who has contracted to purchase three or more Lots in **WILLOWBROOK AT OAKLEAF PLANTATION** for the purpose of constructing homes for third-party purchasers. The initiation assessment may be utilized in the discretion of the Declarant to offset any obligation of the Declarant to deficit fund the operation of the Association or for any other lawful purpose as set forth herein for the use of Annual Assessments. At the time of payment of the initiation assessment provided herein, the Owner shall likewise pay to the Association that portion of the Annual Assessment provided in Section 5.3 prorated from the date of purchase through the end of the then current calendar year.

Section 5.10. Date of Commencement of Assessments Due Date. The annual assessments provided for herein shall commence as to all Lots on such date as shall be determined by the Board in conformity with the provisions of this Declaration, but in any event shall commence no later than the date of the conveyance of the first Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates of periodic installments shall be established by the Board. The Association shall, upon request, 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 5.11. Determination of Allocation of Assessments. The number of Lots used for the calculation of the annual assessments shall be determined as of the ownership of record thirty (30) days prior to the commencement of the fiscal year of the Association and when so determined shall be controlling for the entire fiscal year.

Section 5.12. Effect on Nonpayment of Assessments; Remedies of the Association. If any assessment is not paid on the date due as determined in the manner provided in this Article V then such assessment shall become delinquent and shall, together with accrued and accruing interest and costs of collection as herein provided, become due and payable and be a continuing lien on such Lot which shall bind such Lot and the then Owner. The Association may record a notice of lien for delinquent assessments in the Public Records of Clay County, Florida, and foreclose the lien in the same manner as a mortgage. Upon recording, the lien shall secure the amount of delinquency stated therein and all unpaid assessments, interest and costs of collection accruing thereafter until satisfied of record. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the

date of delinquency at the rate of twelve percent (12%) 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 Lot, there being added to the amount of such assessment interest at the aforesaid rate and all costs of collection, including reasonable attorneys' fees incurred in connection therewith at trial and all appellate levels.

Section 5.13. Subordination of the Lien to Mortgages. Except as provided by Florida law, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an Institutional Lender encumbering a Lot; provided, however, such subordination shall apply only to the assessments with respect to such Lot to the extent they have become due and payable prior to a sale or transfer of such Lot pursuant to a foreclosure judgment or in any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from the liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. An Institutional Lender shall, upon request, be entitled to written notification from the Association of any default of an Owner of any obligation hereunder which is not cured within sixty (60) days. Furthermore, the Association may provide such notice without receiving a request from an Institutional Lender.

Section 5.14. Reserves. The Association shall include within the annual assessment amount (but not be limited by the matters for which reserves may be collected as hereafter stated), sums to be collected as reserves for replacement, repair and/or maintenance of improvements situate upon or within the Common Area. Such reserve amounts will be based on a schedule approved and prepared by the Board on an annual basis and shall be based on the cost of the improvements and their estimated life. Reserves for the drainage system shall be held in an account separate and apart from all other reserves.

ARTICLE VI **ARCHITECTURAL CONTROL**

Section 6.1. Establishment of Architectural Review Committee. There is hereby established an Architectural Review Committee (the "ARC") which shall consist of three (3) or more persons designated and appointed by the Declarant. At such time as the Declarant no longer owns any Lot within the Property (or earlier at the option of the Declarant), the Declarant shall assign to the Association all rights, powers duties and obligations of the ARC, whereupon the Board shall appoint the members of the ARC and shall provide for the terms of the members of the ARC. Members of the ARC need not be officers, directors or Members of the Association.

Section 6.2. ARC Authority. The ARC shall have full authority to regulate the use and appearance of the Property and all improvements constructed there and to assure harmony of external design and location in relation to surrounding improvements and topography and to protect and preserve the value and desirability of the Property as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests or the Association in maintaining the value and desirability of the Property as a residential community, or both. The ARC shall have authority to adopt, promulgate, rescind, amend and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration and, in the event the Board has not constituted itself as the ARC, such rules and regulations shall be approved by the Board prior to the same taking effect. Violations of the rules and regulations of the ARC shall be enforced by the Board, unless such enforcement authority is delegated to the ARC by resolution of the Board.

Section 6.3. ARC Approval. No building, fence, hedge, wall, walk, dock, pool, planting, sign, or enclosure or addition to any improvement located upon a Lot shall be constructed, erected, removed, planted or maintained nor shall any addition to, or any change or alteration thereof, be made until the plans and specifications showing the nature, kind, shape, height, materials, color scheme and location of same shall have been submitted to, and approved in writing by, the ARC. Any change in the exterior appearance of any improvement, including, without limitation, repainting in the same or different color, exterior refinishing, re-roofing, or the addition of architectural details, decorative sculptures or wrought iron grills, construction of fences or other enclosures, shall likewise require written approval of the ARC before any such work is commenced. The ARC shall have the right to refuse approval of plans, specifications or locations upon any grounds, including purely aesthetical considerations, which the ARC, in its sole and absolute discretion, deems appropriate.

Section 6.4. Submissions of Plans and Specifications. As part of the application process to the ARC, two (2) complete sets of plans and specifications (including the landscape prepared by an architect or other person found to be qualified by the ARC and two (2) site plans shall be submitted for approval by written application on such form as may be provided, required or approved by the ARC. In addition, the anticipated commencement date and estimated time for completion shall be included in the application to the ARC. In the event the information submitted to the ARC is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information.

Section 6.5. Standards. No approval shall be given by the ARC pursuant to the provisions of this Article unless the ARC determines that such approval shall (i) assure harmony of external design, materials, and location in relation to surrounding improvements and topography within the Property, (ii) shall protect and conserve the value and desirability of the Property as a residential community; (iii) shall be consistent with the provisions of this Declaration; and, (iv) shall be in the best interests of the Association in maintaining the value and desirability of the Property as a residential community. The ARC may deny any application upon the ground that the proposed alteration will create an undue burden of maintenance upon the Association. In the event additional maintenance may be required, then the ARC shall require an agreed method of payment for such maintenance cost and require security for the payment of same. The ARC may condition the approval of any application upon the Owner providing reasonable security that the contemplated work will be completed substantially in accordance with the plans and specifications therefore submitted to the ARC.

Section 6.6. Drainage. All plans submitted to the ARC shall contain a drainage plan which shall be consistent with the master drainage plan for the Property or, in the alternative, contain an affirmative statement that none of the work contemplated by the plans will have any effect on the drainage of the Lot. In all events, each Owner shall be and remain fully liable for any and all damage caused directly or indirectly by any change in the design of function of drainage on or from any Lot, or the grade of any Lot, in connection with the construction, installation or maintenance of any approved changes by the Owner. In the event of any change to the drainage design, function or grade, the Association may, but shall not be required to, restore the drainage design, function or grade and may charge the Owner for all reasonable costs incurred in connection therewith plus ten percent (10%), said charge to constitute a lien on the Property of such Owner. In connection with any such restoration, the Association may exercise powers granted to it under Section 5.5 of Article V.

Section 6.7. Completion. All improvements for which approval of the ARC is required and has been obtained pursuant to the terms and provisions of this Declaration shall be completed within the time period specified in such approval. In the event the improvements are not completed within the required time, the Association may, thirty (30) days following written notice from the ARC to the Owner, complete such improvements at the sole expense of the Owner in accordance with the plans and

specifications previously approved by the ARC and may charge the Owner for the expenses incurred in connection therewith plus ten percent (10%), said charge to constitute a lien on the Property of the Owner. In connection with any such restoration, the Association may exercise powers granted to it pursuant to Section 5.5 of Article V.

Section 6.8. Right of Entry. There is specifically reserved to the Association and the ARC, the right of entry and inspection upon any Lot for the purpose of determining and/or correcting the existence of any activity or condition which violates the terms of any approval given by the ARC or the terms of this Declaration. The ARC is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to enforce the terms of this Declaration, or to remove any improvements which have not been approved by the ARC or have not been constructed in conformity with approval granted by the ARC, the prevailing party shall be entitled to recover all costs, expenses and reasonable attorneys' fees in connection therewith. The Association shall indemnify and hold the ARC and its members harmless from any and all costs, expenses and liabilities, including reasonable attorneys' fees, incurred by virtue of service as a member of the ARC.

Section 6.9. Violations. In each instance where improvements have been constructed, or the construction thereof is substantially advanced, in such manner that the same violates the restrictions contained in this Declaration, including, activities carried out which are not consistent with plans and specifications approved by the ARC, the ARC (if it has knowledge of such violation) shall notify the Board in writing and the Board may thereafter direct the violating Owner to immediately remove any/or cure such violation. For purposes hereof, all Owners specifically consent and agree to comply with the provisions of this Section as of the time such Owner shall become vested with title to any portion of the Property.

Section 6.10. Waivers. The ARC shall have the right, but not the obligation, to grant waivers for minor deviations and infractions of the covenants, conditions and restrictions contained herein. The granting of any waiver may be given or withheld in the sole discretion of the ARC and any prior grant of a similar waiver shall not impose upon the ARC the duty to grant new or additional waivers for like or similar conditions.

Section 6.11. Disclaimer of Liability. The Association, the Declarant, the ARC and all officers, employees, directors or members thereof shall in no way be liable to any person or persons submitting plans and specifications for approval by reason of mistake in judgment, negligence or non-feasance arising out of, or in connection with, the approval, disapproval or failure to approve any such plans and specifications. Each person who submits plans and specifications for approval agrees, by submission thereof, that it will not bring any action or suit whatsoever against the Association, the Declarant, the ARC, or any officer, employee, director or member thereof.

ARTICLE VII
PARTY WALLS AND OTHER SHARED STRUCTURES

Section 7.1. Definition of Party Wall. Each wall, including patio walls, fence, driveway or similar structure which is built as part of the original construction of the homes upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 7.2. Sharing of Costs of Maintenance. The cost of reasonable repair and Maintenance of a party wall shall be shared by the adjoining Owners of such wall in proportion to the use thereof, without prejudice, however, to the right of any Owner to call for a larger contribution from the adjoining Owner under any rule of law regarding liability for negligent or willful acts or omissions.

Section 7.3. Destruction of a Party Wall. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 7.4. Liability for Negligent or Willful Acts. Notwithstanding any other provision of this Article, an Owner, who, by his negligent or willful act, causes any party wall to be exposed to the elements shall bear the whole cast of furnishing the necessary protection against such elements.

Section 7.5. Right of Contribution Runs With the Land The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7.6. Restriction on Improvements to Party Wall. In addition to meeting the Owner requirements of this Declaration and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild in any manner which requires the extension or other alteration of any party wall, shall first obtain the written consent of the adjoining Owner.

Section 7.7. Resolution of Disputes Between Owners as to Party Walls. In the event of a dispute between the Owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association. If no such rules have been adopted, then the matter shall be submitted to three arbitrators, one chosen by each of the Owners and the third by the two so chosen, or, if the arbitrators cannot agree as to the selection of the third arbitrator within five (5) days, then by any Judge of the Circuit Court of Clay County, Florida. A determination of the matter signed by any two of the three arbitrators shall be binding upon the Owners, who shall share the cost of arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after personal receipt of a request in writing for arbitration from the other party, then the other party shall have the right and power to choose both arbitrators.

Section 7.8. Binding Effect. These covenants contained in this Article VIII shall be binding upon the heirs and assigns of any Owners but no person shall be liable for any act or omission respecting any party wall except such as took place while an Owner.

Section 7.9. Rules and Regulations. The Association may by its By-Laws, rules or regulations, govern the use of party walls by Owners, if necessary, to prevent the imposition of annoyances between Owners.

ARTICLE VIII **PRIVACY WALLS**

Section 8.1. Privacy Wall. The Declarant may construct walls, entry monuments, signage or fences within the Property ("Privacy Wall" or "Privacy Walls"). A Privacy Wall shall hereinafter be defined as any wall or fence built by the Declarant, or later built by the Association, in any Common Area or easement as a visual barrier, decorative or architectural feature, safety feature, or for any other reason at the sole discretion of the Declarant, or as a requirement of any municipality or governing authority.

Section 8.2. Ownership and Maintenance of Privacy Walls. The Association own and shall be responsible for maintenance of the Privacy Walls.

Section 8.3. Easement of Privacy Wall. An easement is hereby created in favor of the Declarant and the Association for the construction, management, inspection, painting, maintenance and repair of the Privacy Walls located within the Property. The easement shall extend five (5) feet into each affected Lot from the boundary of the Lot for each Lot having a Privacy Wall. Entry upon a Lot by the Declarant or the Association, or its agents, as provided herein, may occur without notice and shall not be deemed a trespass.

ARTICLE IX **ANNEXATION OF ADDITIONAL PROPERTY**

Section 9.1. Annexation without Association Approval. At any time prior to ten (10) years from the date hereof, Additional Property may be annexed, in whole or in part, by the Declarant and made subject to the governing provisions of this Declaration without the consent of Class "A" Members of the Association. The Lots and the improvements thereon, together with the rights and obligations of the Declarant and other Owners thereof, upon all or any portion of such Additional Property shall become subject to the provisions of this Declaration upon recording of an appropriate supplement or amendment hereto executed by the Declarant without the consent of the Class "A" Members.

ARTICLE X **RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

Section 10.1.0. Common Area Maintenance. The Association shall be responsible for the exclusive management, control and Maintenance of the any Common Area, together with all Improvements thereon, including specifically, but not by way of limitation, all furnishings and equipment related thereto, paving, drainage structures, walls, lighting fixtures and appurtenances, landscaping, sprinkler system, entry features and markers, and signs, and shall keep the same in good, clean, substantial, attractive and sanitary condition, order, and repair. In furtherance of the forgoing, the Association shall have the right to enter into such contracts or agreements as the Board shall deem appropriate. Said contracts or agreements shall include, but is not limited to, the decorative streetlight and

signage agreement with Clay County known as the "Neighborhood Street Sign and Light Improvement Agreement."

Section 10.1.1. Maintenance of Improvements. The Association shall paint and maintain the exterior walls of all buildings, including any townhomes built on the Lots. The cost of such painting and any incidental repairs in connection therewith shall be a Common Expense of the Association unless an Owner has caused or allowed damage or deterioration of his Improvement resulting in more than incidental repairs. The cost of such painting and/or repair which the Board, in its discretion, believes exceeds what is typically required of other Improvements shall be assessed to the Owner of that Improvement at the time painting and/or repair is required. In the event the Association paints any fence, wall, or other Improvement along the common boundary of two (2) Lots (other than exterior walls of any townhomes), the cost of same shall be borne equally between the adjacent Owners.

Section 10.1.2. Roof Repair. At the discretion of the Board, the annual assessment may include an annual amount to be collected for roof repairs, including re-roofing to the Improvements and any townhomes built on the Lots. The Association shall have no obligation to cause roof repairs to be performed mandatorily unless first approved by an affirmative vote of two thirds (2/3) of the Members present or represented by proxy and entitled to vote at any meeting at which a quorum is present as provided in the By-Laws when written notice of such meeting specifies that a vote on mandatory roof repairs and/or replacement will be taken at such meeting. Absent such affirmative vote, roof repairs and/or replacement shall be performed at the discretion of the Board.

Section 10.1.3. Lawn Maintenance by Association. The Association shall perform the following maintenance to each Lot: cutting grass, trimming hedges, edging, and fertilizing.

Section 10.1.4. Maintenance by Owners. Notwithstanding the maintenance obligations of the Association, whether mandatory or voluntarily, each Owner shall maintain the improvements located on his Lot including mulching. The wall or fence located on a Lot shall be maintained by the Owner of the Lot. The Owner of each Lot shall maintain the exterior portion of the building located on such Lot including repainting as may be necessary in order to maintain the building at all times in a first class condition, provided, however, that such Owner shall not be required to paint that portion of the building which the Association is obligated to paint. If the Board determines that an Owner is failing to maintain his Lot and/or Improvement, the Board shall have the right to go on such Lot to provide exterior maintenance on any Improvement, including landscaping, subject, however, to the following provisions: Prior to performing any maintenance on an Improvement, including landscaping, the Board shall determine that said Property is in need of repair or maintenance and is detracting from the overall appearance of the Property. 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 or exterior work on the building. Notice must be given to the Owner at the last address listed in the Association's record for such Owner, notifying the Owner that unless certain specified repairs or maintenance are made within the 15 or 30 day period, the Association shall make said necessary maintenance or repairs and charge the same to the Owner. Upon failure of the Owner to act within the required period of time, the Association shall have the right to enter in or on any such Lot or to hire personnel to do so to make such necessary repairs or maintenance as are 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 10.1.5. Assessment of Cost. The cost of such exterior maintenance as described in Section 10.1.4 above shall be assessed against the Lot upon which such maintenance is performed as a

special assessment and shall be due and payable immediately, and shall be a lien or obligation of the Owner. The Association shall have the right to bring legal action against the Owner to collect for the cost of the maintenance or repairs along with any attorneys' fees and costs and administrative fees and costs. The Association shall also have the right to record a lien against the Lot for such costs and expenses and bring legal action against the Owner to foreclose the lien. The Board, when establishing the annual assessment for Common Expenses against each Lot for any assessment year as required under Article V hereof may add thereto the estimated cost of the exterior maintenance of a Lot for that year; but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

Section 10.1.6. Termite Bond. The Association shall carry a termite bond for all townhomes constructed on the Lots. Said bond shall provide for the repair of improvements in the event of termite infestation, and in the sole discretion of the Board, said bond may be for the replacement of improvements in the event of termite infestation.

Section 10.2. Right of Entry. The Association, through its employees, contractors and agents, is hereby granted a right of entry into and upon each Lot to the extent reasonably necessary to discharge the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration, including, the discharge of any duty of maintenance or replacement, or both, imposed upon any Owner. Such right to entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever the circumstances permit. Entry into any improvement upon any Lot shall not be made without the consent of the Owner or occupant thereof except when such entry is reasonably necessary for the immediate preservation or protection of the health or safety of any person lawfully upon the Property or of any such person's property. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by the foregoing Sections of this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

Section 10.3. Services of Association. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems appropriate and advisable, together with such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it may contract. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration.

Section 10.4. Services for Owners. The Association may contract, or otherwise arrange, with any person or entity to furnish water, trash collection, sewer services, maintenance, replacement, and other common services to all Lots. Any Owner additionally may voluntarily contract with the Association for the Association to perform, or cause performance of, any services benefiting such Owner's Lot at the cost and expense of such Owner. All sums due the Association pursuant to such contract shall be added to and become a part of the assessment against such Owner's Lot. Notwithstanding the foregoing, the Association may not contract with any Owner to provide any service at such Owner's expense which it is the duty of the Association to provide at its own expense under any provision of this Declaration.

Section 10.5. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise.

Section 10.6. Rules and Regulations. The Association may from time to time adopt, alter, amend, and rescind rules and regulations further governing the use of the Lots and of the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

Section 10.7. Implied Right. The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles, or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privilege granted her.

Section 10.8. Restriction on Capital Improvements Except for replacement or repair of those items installed by the Declarant, and except for personal property related to the maintenance of the Common Area, the Association may not authorize capital improvements to the Common Area without consent of the Declarant during a period of five (5) years from the date of this Declaration. At all times hereafter, all capital improvements to the Common Area, except for replacement or repair of those items installed by the Declarant and except for personal property related to the maintenance of the Common Area, shall require approval of the Board.

Section 10.9. Good Standing: The Association shall file its annual reports timely and at all times be in good standing with the Florida Department of State, Division of Corporations.

ARTICLE XI

RECONSTRUCTION OR REPAIR AFTER CASUALTY

Section 11.1. Damage to Common Area. In the event that any portion of the Common Area is damaged or destroyed by casualty, it shall be repaired or restored by the Association to substantially its condition prior to the damage or destruction. Repair or reconstruction of the Common Area shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed. All insurance proceeds shall be applied to the restoration and repair. If the insurance proceeds are insufficient, the deficit shall be assessed against all Owners as a special assessment. If there is a surplus of insurance proceeds, it shall become the property of the Association. Each Owner shall be responsible to the Association for damage to the Common Area caused by such Owner or the tenants, guests or business invitees of such Owner and the Association shall have the right to recover its expenses, including reasonable attorneys fees, in the event it should become necessary for the Association to initiate an action to recover damages from an Owner.

Section 11.2. Damage to the Lots. In the event of damage or destruction to any portion of the improvements on a Lot, the improvements shall be repaired or restored in accordance with the provisions of the applicable insurance requirements. In the event the Owner is unable to rebuild the improvements on the Lot, such Owner shall clear the debris and have the Lot leveled and restored within sixty (60) days from the date of destruction or damage. Repair and reconstruction of party walls shall be governed in accordance with Article VII above, and in the event of any conflict between Article VII and this Section, the provisions of Article VII shall control.

Section 11.3. Insurance. The Association shall carry an insurance policy insuring itself from liability for damages related to or arising in connection with the Street, sidewalks, and common areas. The minimum amount of insurance required shall be established in reasonable judgment of the Board of Directors of the Association.

ARTICLE XII

GENERAL PROVISIONS

Section 12.1. Enforcement. The Association, or any 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, or pursuant to, the provisions of this Declaration or the Clay County, Florida Code as same relates to the requirements set forth herein; and the party enforcing the same shall have the right to recover all costs and expenses incurred, including reasonable attorneys' fees. In the event the Association enforces the provisions hereof against any Owner, the costs and expenses of such enforcement, including reasonable attorneys' fees, may be assessed against such Owner's Lot as a special assessment pursuant to the provisions hereof. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at any time. If these restrictions are enforced by appropriate proceedings by any such Owner or Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board.

If any dispute arises between an Owner and the Declarant, or between the Association and the Declarant, with respect to the obligation, if any, to repair and maintain the Streets, sidewalks, and/or funding for the same, such Owner and Declarant or Association and the Declarant, respectively, agree in good faith to attempt to settle such disputes by non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association pursuant to Section 720.311, Florida Statutes as amended. Such non-binding mediation shall be a condition precedent to the filing of any action at law or in equity to enforce the provisions of this Declaration pertaining to the repair and Maintenance of the Streets, sidewalks, and/or funding of same. Notwithstanding the foregoing, non-binding mediation shall not be required in any case where immediate relief, such as injunction relief, is sought.

Section 12.2 Severability. Invalidity 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 12.3. Duration and Term. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants and restrictions may be extended and renewed for successive ten (10) year periods, as provided by Florida Law.

Section 12.4. Amendment. Unless provided otherwise herein, this Declaration may be amended by the affirmative vote of seventy-five percent (75%) of the Members present or represented by proxy and entitled to vote at any meeting at which a quorum is present as provided in the By-Laws when written notice of such meeting specifies the proposed amendment and amendments to be considered at such meeting. If an amendment is approved by the Members in the foregoing manner, the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date thereof, the date of the meeting of the Association at which such amendment was adopted, the date upon which notice of such meeting was given, the number of votes required to constitute a quorum at such meeting, the number of votes necessary to adopt the amendment, the total number of votes cast in favor of the amendment, and the total numbers of votes cast against the amendment. Anything contained herein to the contrary notwithstanding, there shall be no amendments to the Declaration that materially or adversely affect rights granted or reserved herein to the Declarant

without its written consent. In addition, the Declarant expressly reserves the right, so long as it is a Class "B" Member, to amend this Declaration without the necessity of concurrent action or approval of the owners so long as such amendment does not materially or adversely affect the interests of the Owners. Furthermore, any amendment to this Declaration which would tend to alter or affect the Surface Water Management System shall require prior written approval of the St. Johns River Water Management District. All amendments to this Declaration shall be recorded in the Public Records of Clay County, Florida.

Section 12.5. Effect of Recording. Any Lot situated within the Property shall be deemed to be "subject to assessment", as such term is used in this Declaration, the Articles or the By-Laws, upon recording of this Declaration; and, any Additional Property annexed pursuant to the provisions hereof shall be deemed "subject to assessment" upon recording of the appropriate supplement or amendment to this Declaration annexing the same.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be duly executed the day and year first above written.

Witnesses:

DECLARANT: MATTAMY (JACKSONVILLE)
PARTNERSHIP, a Florida general partnership

By: CALBEN (FLORIDA) CORPORATION, a
Florida corporation, its general partner

By: Steven A. Parker, President

Print Name: MARK A. GRIMES

Print Name: John Siefert

By: MBC (FLORIDA) CORPORATION, a
Florida corporation, its general partner

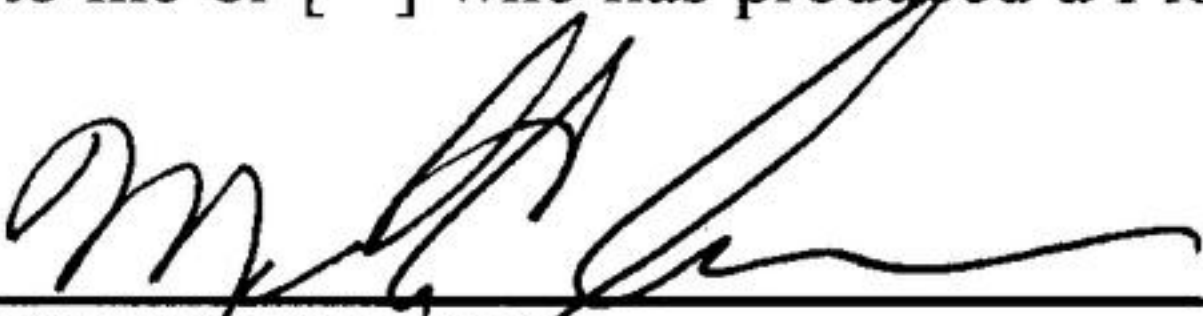
By: Steven A. Parker, President

Print Name: MARK A. GRIMES

Print Name: John Siefert

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILLOWBROOK AT OAKLEAF PLANTATION was acknowledged before me this 24 day of October, 2012 by Steven A. Parker, in his capacity as President of Calben (Florida) Corporation, and in his capacity as President of MBC (Florida) Corporation, each in its respective capacity as general partner of Mattamy (Jacksonville) Partnership, a Florida general partnership, on behalf of said general partnership, and who [☒] is personally known to me or [☐] who has produced a Florida driver's license as identification.



NOTARY PUBLIC
My Commission Expires: _____

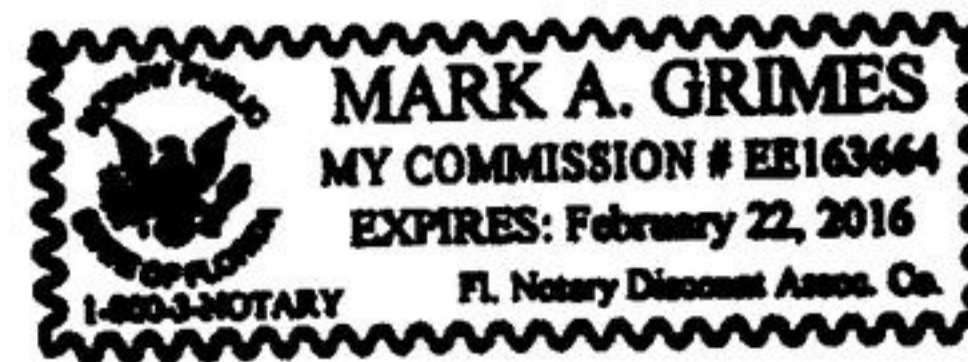


EXHIBIT "A"**LEGAL DESCRIPTION**

WILLOWBROOK AT OAKLEAF PLANTATION, according to the plat thereof, as recorded in Plat Book 56, at Pages 27-33, inclusive, of the Public Records of Clay County, Florida.

The metes and bounds description for Willowbrook at Oakleaf Plantation is more particularly described as follows:

A portion of Sections 6, 7 and 8, Township 4 South, Range 25 East, Clay County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southwesterly corner of said Section 8; thence South 88°09'26" East, along the Southerly line of said Section 8, a distance of 221.15 feet to a point on the centerline of Branan Field/Chaffee Road, a 400 foot limited access right of way per Florida Department of Transportation Right of Way Map Section 71293-2501, dated August 30, 1999; thence North 00°05'47" East, departing said Southerly line and along said centerline, a distance of 7.69 feet to an angle point in said centerline; thence North 00°10'01" West, continuing along said centerline, a distance of 4579.99 feet to a point; thence South 89°49'59" West, departing said centerline, 200.00 feet to a point lying on the Westerly limited access right of way line of said Branan Field/Chaffee Road, said point also being the point of curvature of a curve concave Westerly, having a radius of 5529.58 feet; thence Northerly, along said Westerly Limited Access right of way line and along the arc of said curve, through a central angle of 01°32'42", an arc length of 149.11 feet to the Point of Beginning, said point being the intersection of said Westerly Limited Access right of way line with the Northerly limited access right of way line of Plantation Oaks Boulevard, a variable width limited access right of way as shown on said Florida Department of Transportation Right of way Map Section 71293-2501, said arc being subtended by a chord bearing and distance of North 00°56'22" West, 149.11 feet.

From said Point of Beginning, thence departing said Westerly limited access right of way line and along said Northerly limited access right of way line the following 4 courses: Course 1, thence Westerly, along the arc of a curve concave Northerly, having a radius of 1120.00 feet, through a central angle of 09°56'09", an arc length of 194.22 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 89°30'31" West, 193.98 feet; Course 2, thence Westerly, along the arc of a curve concave Southerly, having a radius of 2000.00 feet, through a central angle of 04°00'19", an arc length of 139.81 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 86°32'36" West, 139.78 feet; Course 3, thence Northwesterly, along the arc of a curve concave Northeasterly, having a radius of 500.00 feet, through a central angle of 19°35'20", an arc length of 170.94 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North 78°45'05" West, 170.11 feet; Course 4, thence Northwesterly, along the arc of a curve concave Northeasterly, having a radius of 1150.00 feet, through a central angle of 18°51'18", an arc length of 378.44 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 59°31'47" West, 376.74 feet; thence departing said Northerly limited access right of way line and along

the Northerly right of way line of said Plantation Oaks Boulevard, a variable width right of way as shown on said Florida Department of Transportation Right of Way Map the following 2 courses: Course 1, thence Northwesterly, along the arc of a curve concave Northeasterly, having a radius of 1150.00 feet, through a central angle of $11^{\circ}54'53''$, an arc length of 239.14 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $44^{\circ}08'41''$ West, 238.71 feet; Course 2, thence North $38^{\circ}11'15''$ West, 508.40 feet to the Southwesterly corner of the plat of Whitfield at Oakleaf Plantation, as recorded in Plat Book 46, pages 58 through 67 of the Public Records of said county; thence North $79^{\circ}31'28''$ East, departing said Northerly right of way line and along the southerly line of said plat, 1198.86 feet to the Southeasterly corner thereof, said corner lying on said Westerly limited access right of way line of Branan Field/Chaffee Road, said Westerly limited access right of way line being a curve concave Westerly having a radius of 5529.58 feet; thence Southerly along the arc of said curved Westerly limited access right of way line, through a central angle of $10^{\circ}41'54''$, an arc length of 1032.50 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South $07^{\circ}03'40''$ East, 1031.00 feet.

ARTICLES OF INCORPORATION

(see attached)

From: POHL & SHORT, P.A.

Division of Corporations

#336 P.001/008

Page 1 of 1

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

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Division of Corporations
 Fax Number : (850)617-6381

From:

Account Name : POHL + SHORT, P.A.
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FLORIDA PROFIT/NON PROFIT CORPORATION
Willowbrook at Oakleaf Plantation Homeowner's Associ

Certificate of Status	0
Certified Copy	1
Page Count	08
Estimated Charge	\$78.75

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**ARTICLES OF INCORPORATION
OF WILLOWBROOK AT OAKLEAF PLANTATION HOMEOWNERS' ASSOCIATION, INC.,
a Florida corporation not for profit**

In compliance with the requirements of Florida Statute 617, the undersigned, who is a resident of the State of Florida, and who is of full age, for the purpose of forming a Florida corporation not for profit, hereby certifies:

ARTICLE I - NAME OF CORPORATION

The name of the corporation is **WILLOWBROOK AT OAKLEAF PLANTATION HOMEOWNERS' ASSOCIATION, INC.**, a corporation not for profit under the provisions of Chapter 617 of the Florida Statutes (hereinafter referred to as the "Association").

ARTICLE II - PRINCIPAL OFFICE OF THE ASSOCIATION

The initial principal office of the Association is located at 7800 Belfort Parkway #195, Jacksonville, Florida 32256, or other location designated by the Board of Directors.

ARTICLE III - REGISTERED AGENT AND REGISTERED OFFICE

Linda Petrock, with an office at 7800 Belfort Parkway #195, Jacksonville, Florida 32256.

**ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the Lots and Common Area within that Property described as:

**WILLOWBROOK AT OAKLEAF PLANTATION, according to the plat thereof as
recorded in Plat Book 56, at Pages 27-33, of the Public Records of Clay County, Florida,**

together with such Additional Property located in Clay County, Florida, which may be brought within the jurisdiction of the Association from time to time, as provided in the "Declaration" referred to herein below, and to 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 this purpose to:

- A. Exercise of 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 for Willowbrook at Oakleaf Plantation, hereinafter called the "Declaration", applicable to the Property and recorded or to be recorded in the Public Records of Clay County, Florida, as the same may be amended from time to time as therein provided. Said Declaration is hereby incorporated herein as if set forth at length

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(all capitalized terms, unless otherwise provided herein, shall have the same meaning as defined in the Declaration) and pursuant to Chapter 720, Florida Statutes;

- 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 Lot Owners (excluding the Declarant), mortgage or pledge, 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 for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the Lot Owners (excluding the Declarant), agreeing to such dedication, sale or transfer, provided, however, the Association shall have the right to grant permits, easements or licenses to a public agency or utility company for utilities, roads, or other purposes reasonably necessary or useful for the proper maintenance or operation of the property, which grants shall not be deemed a dedication, sale or transfer requiring the consent of Members;
- F. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation, or annexation shall comply with the requirements of the Declaration;
- G. Have and to exercise any and all powers, rights and privileges which a corporation organized under Florida Not For Profit Corporation Act by law may now or hereafter have or exercise;
- H. Comply with all terms and conditions of the Permit No. 40-019-65850-85, as modified, as issued by St. Johns Water Management District in favor of Mattamy Homes as may be subsequently assigned to the Association, and, in that event, shall assist in the enforcement of the restrictions and covenants contained herein, as same may be assigned by Mattamy (Jacksonville) Partnership;
- I. Operate, maintain and manage the Common Area. The Association shall levy and collect adequate assessments against Members of the Association for the maintenance of the Common Area;

ARTICLE V - 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

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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 any obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI - VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

- A. Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) 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 (1) vote be cast with respect to any Lot. When reference is made herein or in the Association Bylaws to a majority or a specific percentage or fraction of Members to establish a quorum or to carry a vote, such references shall be deemed to mean and refer to such majority, percentage or fraction entitled to vote on the basis of one (1) vote per Lot.
- B. Class B. The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:
 - 1) Three (3) months after ninety percent (90%) of the maximum number of residential Lots allowed for the Property have been conveyed to Class A Members;
 - 2) Ten (10) years after the date of the recording of the Declaration in the Public Records of Clay County, Florida; and
 - 3) Upon voluntary conversion to Class A Membership by the Declarant.

Notwithstanding the cessation of Class B Membership in accordance with the above, if Additional Property is made subject to this Declaration, Class B Membership shall be reinstated for all Lots owned by Declarant so long as ninety percent (90%) of the then total number of Lots has not been deeded to Class A Members.

ARTICLE VII - BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not more than seven (7) directors, who need not be Members of the Association. The initial number of Directors shall be three (3) and may be changed by amendment of the By Laws of the Association. The names and address of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Jerry Dean	7800 Belfort Parkway #195, Jacksonville, Florida 32256
David Bell	7800 Belfort Parkway #195, Jacksonville, Florida 32256
Linda Petrock	7800 Belfort Parkway #195, Jacksonville, Florida 32256

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At the first annual meeting, the Members shall elect one (1) Director for a term of one (1) year, one Director for a term of two (2) years, and one (1) Director for a term of three (3) years; and at each annual meeting thereafter the Members shall elect one (1) Director for a term of three (3) years. In the event the number of Directors is more than three (3), additional Directors shall be elected for a term of three (3) years.

The Declarant is entitled to elect or appoint at least one (1) Director as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots.

ARTICLE VIII - INCORPORATOR

The name and address of the incorporator of these Articles of Incorporation is as follows:

<u>NAME</u>	<u>ADDRESS</u>
CALBEN (FLORIDA) CORPORATION	400 Park Ave. South, Suite 220, Winter Park, FL 32789

ARTICLE IX - OFFICERS

The affairs of the Association shall be administered by the Officers designated in the By-Laws of the Association as shall be elected by the Board of Directors at its first meeting following the first annual meeting of the general Membership and they shall serve at the pleasure of the Board of Directors. Pending the election of the permanent Officers of this Association by the Board of Directors, the following named persons shall be the temporary Officers of the Association until their successors have been duly elected:

<u>TITLE</u>	<u>NAME</u>
President	Jerry Dean
Vice President	David Bell
Secretary/Treasurer	Linda Petrock

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ARTICLE X - BY-LAWS

By-Laws of the Association will be hereinafter adopted at the first meeting of the Board of Directors. Such By-Laws may be amended or repealed, in whole or in part, 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.

ARTICLE XI - DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of 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. In the event of termination, dissolution or final liquidation of the Association, the responsibility of the Association, if any exists at that time, for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such

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termination, dissolution or liquidation. The dissolution procedures described in this Article XI are also subject to court approval pursuant to the provisions of The Florida Not For Profit Corporation Act.

ARTICLE XII - DURATION

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE XIII - AMENDMENTS

Amendment of these Articles of Incorporation shall require the approval of at least two-thirds (2/3) vote of the Lot Owners.

ARTICLE XIV - CONFLICT

In the event that any provision of these Articles of Incorporation conflicts with any provision of Declaration, the provision of Declaration in conflict therewith shall control. If any provision of these Articles of Incorporation conflicts with any provision of the Bylaws, the provisions of the Articles of Incorporation shall control.

ARTICLE XV - INDEMNIFICATION

The Directors and Officers of the Association shall be indemnified by the Association to the fullest extent now or hereafter permitted by law and shall not be personally liable for any act, debt, liability or other obligation of the Association. Similarly, Members are not personally liable for any act, debt, liability or obligation of the Association. A Member may become liable to the Association for assessments, fees, etc. as provided in the Declaration or as otherwise provided by law.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator, has executed these Articles of Incorporation, this 23 day of October, 2012.

Signed, sealed and delivered in the presence of

INCORPORATOR:

CALBEN (FLORIDA) CORPORATION, a
Florida corporation

By:

Print Name: Steven A Parker

As: President

Print Name: Kimberly M. Charles

Print Name: LAURA WIDE

Address: 400 Park Ave. South, Suite 220,
Winter Park, FL 32789

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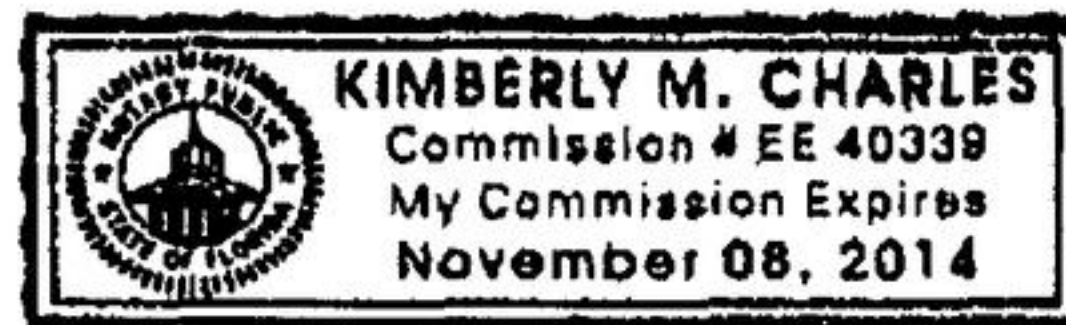
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STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23rd day of October, 2012, by Steven A. Parker, as President of Calben (Florida) Corporation, on behalf of said corporation, who is [☒] personally known to me, or who [☐] produced a Florida driver's license as identification.

Kimberly M. Charles
Notary Public
My Commission Expires:



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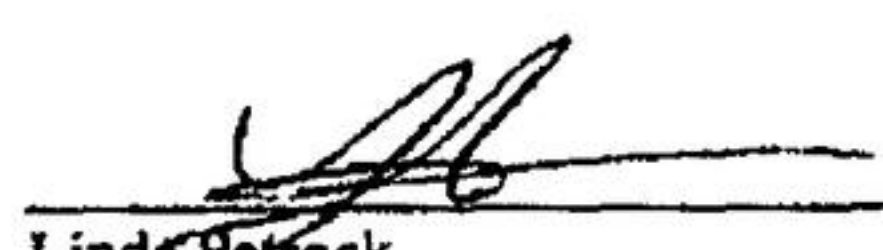
**CERTIFICATE DESIGNATING PLACE OF
BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS
WITHIN THIS STATE NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED**

In pursuance of Sections 48.091 and 617.0501, Florida Statutes, the following is submitted, in compliance with said act:

FIRST, that **WILLOWBROOK AT OAKLEAF PLANTATION HOMEOWNERS' ASSOCIATION, INC.**, desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation, at 7800 Belfort Parkway #195, Jacksonville, Florida 32256 has named Linda Petrock located at 7800 Belfort Parkway #195, Jacksonville, County of Clay, State of Florida as its agent to accept service of process within this state.

Having been named to accept service of process for the above-stated corporation, at place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

Dated: October 23, 2012


Linda Petrock

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EXHIBIT "C"

**BY-LAWS OF
WILLOWBROOK AT OAKLEAF PLANTATION HOMEOWNERS' ASSOCIATION, INC.,
a Florida corporation not for profit**

**BY-LAWS OF WILLOWBROOK AT OAKLEAF PLANTATION HOMEOWNERS'
ASSOCIATION, INC.**

Section 1. Identification of Association.

These are the By-Laws of WILLOWBROOK AT OAKLEAF PLANTATION HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association"), as duly adopted by its Board of Directors. The Association is a corporation not-for-profit, organized pursuant to and under Chapter 617, Florida Statutes. The Association has been incorporated in connection with the creation of that certain Development (the "Development") known as WILLOWBROOK AT OAKLEAF PLANTATION as evidenced by that certain Declaration of Covenants, Conditions, and Restrictions (the "Declaration") recorded or to be recorded in the Public Records of Clay County, Florida. All terms and definitions as set forth in Article 1 of the Declaration are incorporated herein and made a part hereof.

1.1 The office of the Association shall be for the present at 7800 Belfort Parkway #195, Jacksonville, FL 32256, and thereafter may be located at any place in Clay County, Florida, designated by the Board of Directors of the Association.

1.2 The fiscal year of the Association shall be the calendar year, unless a different fiscal year is adopted by the Board.

1.3 The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not-For-Profit".

Section 2. Membership in the Association, Members Meetings, Voting and Proxies

2.1 The qualifications of Members, the manner of their admission to membership in the Association, and the manner of the termination of such membership shall be as set forth in Article IV and V of the Articles of Incorporation of the Association.

2.2 The Members shall meet annually at the office of the Association or such other place in Florida, as determined by the Board and as designated in the Notice of such meetings, at the time determined by the Board, within ninety (90) days before each year-end (calendar or fiscal year-end as determined by the Board) commencing with the year 2013. Such meetings shall be known as the "Annual Members Meeting". The purpose of the Annual Members Meeting shall be to elect directors, to hear reports of the officers, and to transact any other business authorized to be transacted by the Members.

2.3 Special meetings of the Members shall be held at any place within Clay County, whenever called by the President, Vice President, or a majority of the Board. A special meeting must be called by the President or Vice President upon receipt of a written request from one-fourth (1/4) of the Members.

2.4 A written notice of the meeting (whether the Annual Members Meeting or a special meeting of the Members) shall be mailed to each Member entitled to vote at his last known address as it appears on the books of the Association. Such written notice of an Annual Members Meeting shall be mailed to each Member not less than fourteen (14) days nor more than forty (40) days prior to the date of the Annual Members Meeting. Written notice of a special meeting of the Members shall be mailed not less than ten (10) days nor more than forty (40) days prior to the date of a special meeting. The notice shall state the time and place of such meeting and the object for which the meeting is called and shall be signed by an officer of the Association. If a meeting of the Members, either a special meeting or an Annual Members Meeting, is one for which, by express provision of the Articles or these By-Laws, there is permitted or required a greater or lesser amount of time for the mailing or posting of notice than is required or permitted by the provisions of this Section 2.4, then the aforesaid express provision shall govern. Any provision herein to the contrary notwithstanding, notice of any meeting may be waived by any Member before, during, or after a meeting, which waiver shall be in writing and shall set forth a waiver of written notice of such meeting. The aforementioned procedure shall not apply in the event of an emergency.

2.5 The Members, at the discretion of the Board, may act by written agreement in lieu of a meeting, provided written notice of the matter or matters to be agreed upon is given to the Members, at the addresses and within the time periods set forth in Section 2.4 herein, or duly waived in accordance with such Section. The decision of the majority vote of the Members as to the matter or matters to be agreed upon (as evidenced by written response to be solicited in the notice) shall be binding on the Members, provided a quorum of the Members submits a response. The notice shall set forth a time period during which time a response must be made by a Member.

2.6 A quorum of the Members shall consist of persons entitled to cast twenty percent (20%) of the votes of the Members. A Member may join in the action of a meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such parties for the purpose of determining a quorum. When a quorum is present at any meeting and a question which raises the jurisdiction of such meeting is presented, the holders of a majority of the voting rights present in person or represented by written "proxy" (as hereinafter defined) shall be required to decide the question. However, if the question is one upon which, by express provisions of the Declaration, the Articles, or these By-Laws, requires a vote of other than the majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

2.7 If any meeting of the Members cannot be organized because a quorum is not in attendance, the Members who are present, either in person or by proxy, may adjourn the meeting to a date certain or otherwise from time to time until a quorum is present. In the case of a meeting being postponed, the notice provisions for the adjournment shall be as determined by the Board. In any such subsequent meetings, a quorum shall consist of ten percent (10%) of the votes of the Members.

2.8 Minutes of all meetings shall be kept in a businesslike manner and be available for inspection by the members and the Directors at all reasonable times and places and shall be produced within ten (10) business days after receipt of a written request for access.

2.9 Voting rights of Members shall be as stated in Section 2.10 below. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted by a Member to vote for him and in his place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated therein, and any adjournments of that meeting. A proxy must be filed with the Secretary of the Association before the appointed time of the meeting in order to be effective. Any proxy may be revoked prior to the time a vote is cast according to such proxy.

2.10 The following provisions shall govern the right of each Member to vote and the manner of exercising such right:

(a) Except as otherwise set forth in Article VI(B) of the Articles of Incorporation, each Owner or the collective Owners of a Lot of record shall be entitled to one (1) vote in the Association with respect to matters on which a vote by the Owners is required or permitted to be taken under the Declaration, the Articles or these By-Laws.

(b) The vote of the Owners of a Lot owned by more than one natural person, or by a corporation or other legal entity, shall be cast by the person named in a certificate executed by all of the Owners of the Lot, or if appropriate, by properly designated officers, partners, or principals of the legal entity, and filed with the Secretary of the Association. If such a certificate is not on file with the Secretary of the Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

(c) Notwithstanding the provisions of paragraph (b) of this Section 2.10, whenever any Lot is owned by a husband and wife, they may, but shall not be required to, designate a voting member. In the event a certificate designating a voting member is not filed by a husband and wife, the following provisions shall govern their right to vote:

- 1) Where both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at the meeting.
- 2) Where only one (1) spouse is present at a meeting, the person present may cast the vote for the Lot without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior notice to the

contrary to the Association or the designation of a different proxy by the other spouse, the vote of said Lot shall not be considered,

(d) In the event that any Owner shall fail to pay Assessments within ten (10) days after he has been notified in writing by the Association that such Assessments are due, the vote of the Lot owned by such Owner shall be terminated until such Assessment plus interest thereon and costs of collection thereof are paid to the Association.

(e) The foregoing provisions shall not apply to the Declarant named in the Declaration and the Declarant's successors and assigns.

2.11 At any time prior to a vote upon any matter at a meeting of the Members, any Member may demand the use of a secret written ballot for voting on such matter. The Chairman of the meeting shall call for nominations for inspectors of election to collect and tally written ballots upon the completion of balloting upon the subject matter.

Section 3. Board of Directors; Director's Meetings.

3.1 The form of administration of the Association shall be by a Board of not less than three (3) Directors nor more than seven (7) Directors, the exact amount to be determined from time to time by the Members in accordance with the Declaration, or the Articles. The Board shall initially consist of three (3) members, who need not be members of the Association.

3.2 The provisions of the Articles setting forth the selection, election, designation and removal of Directors by the Declarant are hereby incorporated herein by reference.

3.3 Subject to Section 3.5 below and to the Declarant's rights as set forth in the Articles and as set forth in Section 3.5(c) below, vacancies in the Board shall be filled by persons elected by the remaining Directors. Any such person shall be a Director as if, and have all of the rights, privileges, duties and obligations as a Director, elected at an Annual Members Meeting, and shall serve for the term prescribed in Section 3.4 of these By-Laws.

3.4 The term of each Director's services shall extend until the next Annual Members Meeting and until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided herein.

3.5 (a) A Director elected by the Members, as provided in the Articles, may be removed from office upon the affirmative vote or the agreement in writing of a majority vote of the Members at a special meeting of the Members for any reason deemed by the Members to be in the best interests of the Association. A meeting of Members to so remove a Director elected by them shall be held, subject to the notice provisions of Section 2.4 hereof, upon written request of ten percent (10%) of the Members. However, before any Director is removed from office, he shall be notified in writing that a motion to remove him will be made prior to the meeting at

which said motion is to be made, and such Director shall be given an opportunity to be heard at such meeting should he be present prior to the vote on his removal.

In the event the members hold a special meeting to remove a director or directors, the Board shall hold a Board meeting within five (5) full business days after the adjournment of the member meeting to remove one or more directors. At the meeting, the Board shall certify the removal, in which case such member or members shall be removed effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession.

(b) A Director elected by the members, as provided in the Articles, may also be removed from office by an agreement in writing or by written ballot without a membership meeting. The agreement in writing or the written ballots, or a copy thereof, shall be served on the Association by certified mail or by personal service in the manner authorized by Florida Statutes Chapter 48 and the Florida Rules of Civil Procedure.

(c) If the Board determines not to certify the written agreement or written ballots to remove a director or directors of the Board or does not certify the removal by a vote at a meeting, the Board shall, within five full business days after the meeting, file with the Florida Department of Business and Professional Regulation a petition for binding arbitration pursuant to the applicable procedures contained in Florida Statutes Sections 718.112(2)(j) and 718.1255 in the rules adopted there under. If the arbitrator certifies the removal as to any director or directors of the Board, the removal will be effective upon mailing of the final order of arbitration to the Association. The director or directors so removed shall deliver to the Board any and all records of the Association in their possession within five (5) full business days after the effective date of the removal.

(d) If the Board fails to duly notice and hold a board meeting within five full business days after the service of an agreement in writing or within five full business days after the adjournment of the member removal meeting, the removal shall be deemed effective and the director so removed shall immediately turn over to the Board all records and property of the Association.

(e) Minutes of all meetings of the Board related to removal of a director or directors shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times and places and produced within ten (10) business days after receipt of a written request for access.

(f) In the event a Director is removed from office without a membership meeting the board shall hold a meeting, subject to the notice provisions contained in Section 2.4 herein above. Said meeting shall be held within five (5) days after the members deliver the agreement in writing or the written ballots to the Association. At the meeting the Board shall either certify the written ballots or written agreement to remove a director or directors of the Board, in which case such director or directors shall be removed effective immediately and shall

turn over to the board within five (5) full business days any and all records and property of the Association in their possession.

(g) Members shall elect, at a special meeting or at the Annual Members Meeting, persons to fill vacancies to the Board caused by the removal of a Director elected by Members in accordance with Sections 3.5(a) and (b) above.

(h) A Director designated by Declarant, as provided in the Articles, may be removed only by Declarant in its sole and absolute discretion and without any need for a meeting or vote. The Declarant shall have the unqualified right to name a successor for any Director designated and thereafter removed by it, and Declarant shall notify the Board of the name of the successor Director and the commencement date for the term of such successor Director.

(i) In the event a Director not designated by the Declarant shall fail to pay Assessments within ten (10) days after he has been notified in writing by the Association that such Assessments are due, his Board membership shall automatically be terminated and if such Board member is an officer of the Board he shall automatically be discharged from his office. The provisions hereof shall not act to deprive the Declarant of its right to designate officers or Directors,

3.6 The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

3.7 Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Special Meetings of the Board may be called at the discretion of the President or the Vice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors.

3.8 Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone, or e-mail transmission at least three (3) days prior to the day named for such meeting. Any Director may waive notice of a meeting before, during, or after a meeting, and such waiver shall be deemed equivalent to the receipt of notice by such Director. Notices of all board meetings shall be given to the Members of the Association, as provided by law.

3.9 A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically otherwise provided in the Declaration, Articles, or elsewhere herein. If at any meeting of the Board, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting being held because of such an adjournment, any business which might have been transacted at the meeting

as originally called may be transacted. In the case of the adjournment of a meeting, notice to the Directors of such adjournment shall be as determined by the Board.

3.10 The presiding officer at Board meetings shall be the President.

3.11 Director's fees, if any, shall be determined by a majority vote of the Members.

3.12 Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times and places produced within ten business days after receipt of a written request for access.

3.13 The Board shall have the power to appoint various executive committees of the Board. Each committee shall act as a liaison to the Board and provide the Board with such information and reports as the Board may request. Executive committees shall consist of no more than three (3) persons. Executive committees shall have and exercise such powers as the Board may delegate to such executive committee. In addition to such executive committees of the Board, the Board may organize owners' committees in the Development consisting of no more than three (3) owners. Such committee shall be designated as a "non-official committee," and the Owners shall have no authority to act on behalf of the Board. However, the purpose of such Owners shall be to act as a liaison and to provide the Board with such information as the Board may deem appropriate and necessary to exercise its power.

3.14 Meetings of the Board shall be open to all Members. Unless a Member serves as a Director or unless he has been specifically invited by the Directors to participate in a meeting, Members shall not be entitled to participate in any meeting of the Board, but shall only be entitled to act as an observer. In the event that a Member not serving as a Director or not otherwise invited by the Directors to participate in a meeting attempts to become more than a mere observer at such meeting, or conducts himself in a manner detrimental to the carrying on of such meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish such an expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a Member, unless said person was specifically invited by the Directors to participate in such meeting. Board members may attend a meeting via telephone conference call if a speaker phone is available so that all those present at the meeting can communicate.

3.15 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 the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 4. Powers and Duties of the Board of Directors.

All of the powers and duties of the Association including those existing under the Declaration, the Articles, and these By-Laws shall be exercised by the Board, unless otherwise

specifically delegated therein to the Members. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Declaration and these By-Laws, and shall specifically include all powers designated in the Declaration, the Articles, and these By-Laws, including, without limitation, the following:

4.1 Making and collecting Special Assessments and Annual Assessments against Members (collectively "Assessments") in accordance with the Declaration. These Assessments shall be collected by the Association through payments made directly to it by the Members.

4.2 Using the proceeds of Assessment in the exercise of the powers and duties of the Association and the Board.

4.3 Maintaining, repairing and operating the Development.

4.4 Reconstructing improvements after casualties and losses, and making further authorized improvements of the Development.

4.5 Making and amending Rules and Regulations with respect to the use of the Development.

4.6 Enforcing by legal means the provisions of the Declaration, the Articles, these By-Laws, and applicable provisions of law.

4.7 Contracting for the management and maintenance of the Development, and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, and repair and replacement of the Common Areas and the Lots with funds that shall be made available by the Association for such purposes and other services.

4.8 Paying taxes and Assessments which are or may become liens against the Common Areas, if any, and assessing the same against the Members.

4.9 Purchasing and carrying insurance for the protection of the Owners, the Board, and the Association against casualty and liability.

4.10 Paying costs of all power, water, sewer, and other utility services rendered to the Development, and not billed to the Owners.

4.11 Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration of the purposes of this Association, including the hiring of a resident manager and paying all salaries therefore.

Section 5. Officers of the Association.

5.1 The officers of the Association shall be a President, who shall be a Director, one (1) or more Vice Presidents, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed with or without cause from office by a vote of the Directors at any meeting of the Board. Any officer may resign at any time by giving written notice to the Board; such resignation shall take effect on the date of receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The Board shall, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an owner's association, including, but not limited to, the power to appoint such committees at such times from among the Members as he may, in his discretion, determine appropriate to assist in conducting the affairs of the Association. The President shall preside at all meetings of the Board.

5.3 In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one (1) Vice President elected by the Board, then they shall be designated "First," "Second," etc., and shall exercise the powers and perform the duties of the President, in order.

5.4 The Secretary shall cause to be kept the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times and places and produced within ten (10) business days after receipt of a written request for access. He shall have custody of the seal of the Association and shall affix the same to instruments requiring such seal when duly authorized and directed by the Board to do so. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent, and shall assist the Secretary.

5.5 The Treasurer shall have custody of all of the property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members, keep the books of the Association in accordance with generally accepted accounting practices, and shall perform all of the duties incident to the office of a Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer whenever the Treasurer is absent, and shall assist the Treasurer.

5.6 The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of the Development.

5.7 The offices of Secretary and Treasurer may be held by the same person, No person shall simultaneously hold more than one (1) of any of the other offices.

5.8 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 office he replaces.

Section 6. Accounting Records Fiscal Management.

6.1 The Association shall maintain accounting records in accordance with generally accepted accounting practices which shall be open to inspection by the Members or their authorized representatives at reasonable times and places within ten (10) days after receipt of a written request for access. Such authorization as a representative of a Member must be in writing and signed by the Member giving such authorization and dated within sixty (60) days of the date of any such inspection.

6.2 (a) The Board shall adopt a budget for estimated revenues and expenses for each forthcoming fiscal year and the estimated surplus or deficit as of the end of the current year, the date of the Budget Meeting to adopt the budget to be determined by the Board. Prior to the Budget Meeting, a proposed Budget shall be prepared by or on behalf of the Board for the Development, which shall include, but not necessarily be limited to, the following items of expense:

- (1) Services
- (2) Utilities
- (3) Administration
- (4) Supplies and Materials
- (5) Insurance
- (6) Repairs, Replacement and Maintenance
- (7) Professional Fees
- (8) Reserve Funds
- (9) Operating Capital
- (10) Other Expenses

In addition to the foregoing items of expense, the Budget(s) may include taxes, if the Board so determines.

Copies of the proposed Budget and notice of the exact time and place of the Budget Meeting shall be mailed to each member at the Member's last known address, as reflected on the

books and records of the Association, not less than thirty (30) days prior to said Budget Meeting. The Budget Meeting shall be open to the Members. The meeting may be held anywhere in Clay County, Florida, as determined by the Board.

(b) The Board may also include in such proposed Budgets, either annually, or from time to time as the Board shall determine to be necessary, a sum of money as an Assessment for the making of betterment to the Development and for anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis. This sum of money so fixed may then be levied upon the members by the Board as Special Assessment. In addition, the Board shall, subject to the Declaration, include on an annual basis the establishment of reserve accounts for capital expenditures and deferred maintenance of the Development.

(c) In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year, unless a different fiscal year is adopted by the Board; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred by the Association in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Common Expenses which cover more than such calendar year; (iv) Assessments shall be made annually in amounts no less than are required to provide funds in advance for payment of all of the anticipated current expenses, for all unpaid expenses previously incurred, and for the annual contribution to the reserve account(s) for any future expenditures and expenses which have been budgeted; and (v) Common Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such Common Expenses is received. Notwithstanding the foregoing, Assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses and anticipated cash needs in any calendar year.

(d) The depository of funds of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

(e) A review of the accounts of the Association shall be made annually by an auditor, accountant, or Certified Public Accountant designated by the Board, and a copy of a report of such audit shall be furnished to each Director no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Director upon its delivery or mailing to the Director at his last known address as shown on the books and records of the Association.

(f) No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Common Expenses not included in the Budget or which shall exceed budgeted items, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from there being greater Common Expenses than income from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a

deficiency or shall be the subject of a Special Assessment to be levied by the Board as otherwise provided in the Declaration.

(g) The Association shall prepare an annual report within sixty (60) days after the close of the fiscal year. The Association shall, within ten (10) days after receipt of a written request for access, provide each member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the member. The financial report must consist of either (i) financial statements presented in conformity with general accepted accounting principles; or (ii) a financial report of actual receipts and expenditures, cash basis, which must show: the amount of receipts and expenditures by classification, and the beginning and ending cash balances of the Association.

6.3 The Association shall collect Annual Assessments and Special Assessments from the Owners in the manner set forth in the Declaration, the Articles, and these By-Laws.

6.4 As more fully described 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, and which are the personal obligation of the Member.

6.5 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 year shall begin on the date of incorporation.

Section 7. Rules and Regulations.

The Board may adopt Rules and Regulations, or amend or rescind existing Rules and Regulations, for the operation and the use of the Development at any meeting of the Board; provided, however, that such Rules and Regulations are not inconsistent with the Declaration, the Articles, or these By-Laws.

Section 8. Amendment of the By-Laws.

8.1 These By-Laws may be amended by a majority vote of the Members present at an Annual Members Meeting or a special meeting of the Members and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. A copy of the proposed amendment shall be sent to each Member along with the notice of the special meeting of the Members or Annual Members Meeting. An amendment may be approved at the same meeting of the Board and/or the Members at which such amendment is proposed.

8.2 An amendment may be proposed by either the Board or by the Members, and after being proposed and approved by one of such bodies, it must be approved by the other as above set forth in order to become enacted as an amendment.

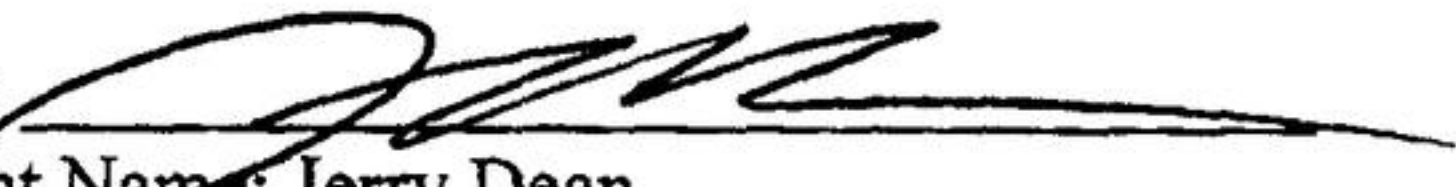
8.3 No modification or amendment to these By-Laws shall be adopted which would affect or impair the priority of any Preferred Lender as that term is defined in the Declaration, the validity of the mortgage held by any such Preferred Lender as that term is defined in the Declaration, or any of the rights of the Declarant.

Section 9. Corporate Seal.

The Association shall have a seal in a circular form having within its circumference the words: WILLOWBROOK AT OAKLEAF PLANTATION HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit.

Dated this 23 day of October, 2012.

WILLOWBROOK AT OAKLEAF
PLANTATION HOMEOWNERS'
ASSOCIATION, INC.

By: 
Print Name: Jerry Dean
Its: Director/President

Attest:

By: 
Print Name: David Bell
Its: Director/Vice-President

Attest:

By: 
Print Name: Linda Petrock
Its: Director/Secretary Treasurer

CORPORATE SEAL