

This instrument prepared by and
upon recordation return to:
Daniel Wasserstein, Esq.
Wasserstein, P.A.
301 Yamato Road, Suite 2199
Boca Raton, Florida 33431

**CERTIFICATE OF RECORDING THE RULES AND REGULATIONS OF
WILLOWBROOK AT OAKLEAF PLANTATION HOMEOWNERS ASSOCIATION, INC.**

The Rules and Regulations of WILLOWBROOK AT OAKLEAF PLANTATION HOMEOWNERS ASSOCIATION, INC. (the "Rules and Regulations") contained herein are made and adopted by Willowbrook at Oakleaf Plantation Homeowners Association, Inc. a Florida not-for-profit corporation (the "Association"), as more specifically set forth herein.

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions (the "Declaration") for Willowbrook at Oakleaf Plantation Homeowners Association, Inc., including all exhibits thereto, was recorded at Official Records Book 3465, Page 2002, et seq., of the Public Records of Clay County, Florida.

B. The Bylaws (the "Bylaws") of Willowbrook at Oakleaf Plantation Homeowners Association, Inc. were recorded along with the Declaration, commencing at Official Records Book 3465, Page 2037, et seq., of the Public Records of Clay County, Florida.

C. Section 4.5 of the Bylaws of the Association, as well as other applicable sections of the Bylaws and the Declaration, provide the authority setting forth that the Rules and Regulations of the Association may be enacted, issued, modified, altered or amended by the Board of Directors.

D. The Rules and Regulations contained herein were properly adopted and approved at a duly noticed meeting of the Board of Directors held on October 29, 2020.

E. The Association now desires to record, enact and enforce the Rules and Regulations as set forth herein.

NOW THEREFORE, the Association hereby declares that every portion of Willowbrook at Oakleaf Plantation Homeowners Association is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, rules, restrictions and guidelines hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of these Amendments.

2. Conflicts. The Rules and Regulations contained herein shall be in full force and effect upon recordation and the full text of such document is being recorded herewith to confirm and effectuate such intention. In the event that there is a conflict between the Rules and Regulations contained herein and the Declaration, the Declaration shall control. In the event that there is a conflict between the Rules and Regulations contained herein and the Articles of Incorporation ("the Articles"), the Articles shall control. In the event that there is a conflict between the Rules and Regulations contained herein and the Bylaws, the Bylaws shall control. In the event that any Rules and Regulations have been effectuated, passed and/or recorded prior to these Rules and Regulations, these Rules and Regulations shall be deemed to follow such prior Rules and Regulations in time and title. In the event of a conflict between these

Rules and Regulations any such prior Rules and Regulations, the Rules and Regulations contained herein shall control.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration or Bylaws, or as otherwise set forth in the Rules and Regulations contained herein.

4. Covenant. The Rules and Regulations contained herein shall be a covenant running with the land.

5. The Rules and Regulations:

SEE EXHIBIT "A"

IN WITNESS WHEREOF, the Association has caused this Certificate of Recording the Rules and Regulations of Willowbrook at Oakleaf Plantation Homeowners Association, Inc. to be executed and the undersigned has hereunto set their hand and seal this 10th day of November, 2020.

WITNESSES:

Print Name: Jessica Pangelin

Print Name: Maria Cedeño

Print Name: April Murphy

Print Name: Chelsea Pollard

WILLOWBROOK AT OAKLEAF PLANTATION
HOMEOWNERS ASSOCIATION, INC.

By: Carlos

Print Name: Carlos Diaz

Title: President

By: Janet Melendez

Print Name: Janet Melendez

Title: Secretary

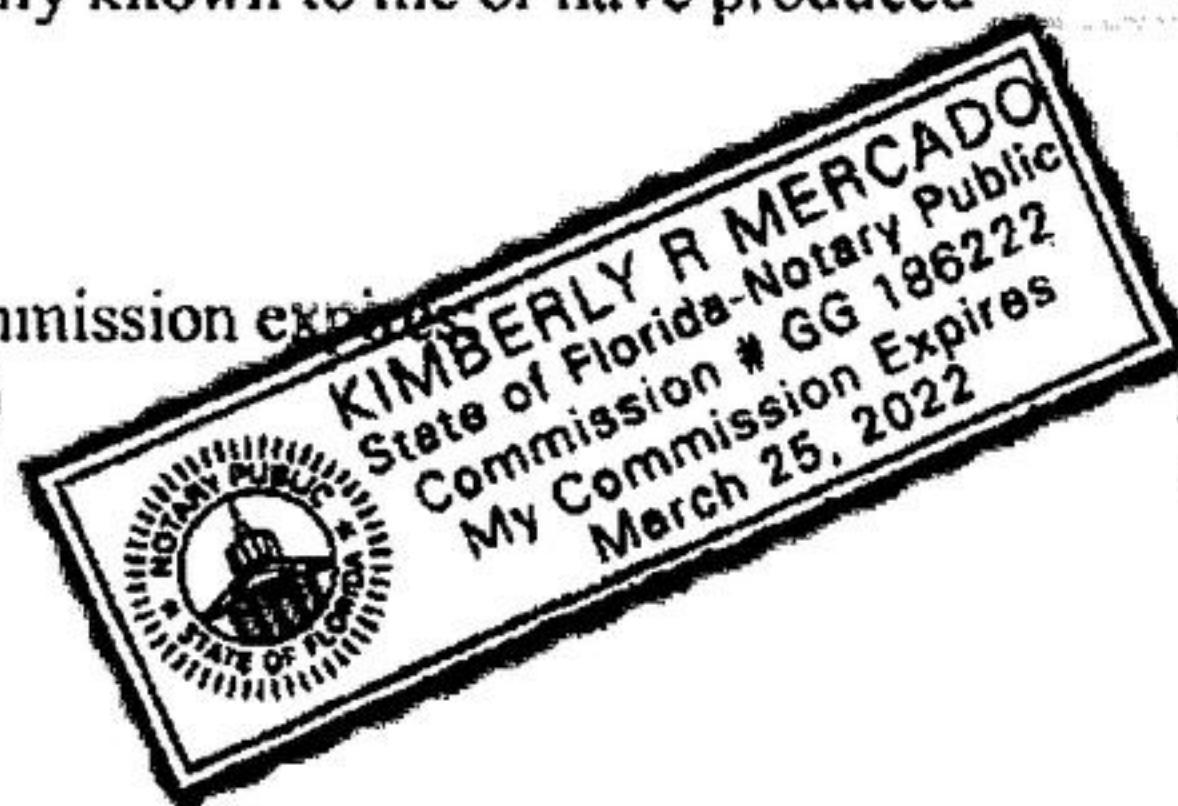
STATE OF FLORIDA)

COUNTY OF CLAY)

SS.:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 10th day of November, 2020 by Carlos Diaz, as President and Janet Melendez, as Secretary of WILLOWBROOK AT OAKLEAF PLANTATION HOMEOWNERS ASSOCIATION, INC., on behalf of the corporation, both of whom are personally known to me or have produced _____ as identification.

My commission expires
(SEAL)



NOTARY PUBLIC, State of Florida at Large

Print Name: Kimberly Mercado

EXHIBIT “A”

***Willowbrook at Oakleaf
Plantation Homeowners
Association, Inc.***

Rules and Regulations

Amended 2020

Substantial rewording. See governing documents for current text.

Adopted: October 29, 2020

The Willowbrook at Oakleaf Plantation
Homeowners Association, Inc. Rules and Regulations

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PREFACE:

Welcome to *Willowbrook at Oakleaf Plantation*! Our goal is to make our community a great place to live and invest in. In order to accomplish this, various maintenance requirements, and use restrictions, which are intended to be in the best interest of all owners, have been established within our Declaration of Covenants, Conditions, and Restrictions for Willowbrook at Oakleaf. The DCCR also allows the Board of Directors to adopt reasonable Rules and Regulations relating to the use, maintenance, and operation of the Willowbrook at Oakleaf, with our main goal being the protection and preservation of our property values and enhancement of the community environment.

Respectful compliance of these Rules and Regulations will ensure the preservation of our property values and shall promote a uniformly harmonious community. Those found in violation of the following Rules and Regulations shall be subject to written violation, and may also be subject to fines and possible legal action as well. Any egregious offences of the Declaration of Covenants, Conditions and Restrictions and these Rules and Regulations shall immediately be sent to the association's general legal counsel for prompt resolution.

We want to thank you all in advance for your concerted efforts to maintain and improve the property values of our community and promote a peaceful environment for all our neighbors to enjoy.

Thank you,

Willowbrook at Oakleaf Plantation

Board of Directors

Willowbrook at Oakleaf Plantation

Homeowners Association, Inc.

Rules and Regulations:

I. GENERAL USE AND OCCUPANCY

1. Every owner or occupant must observe all federal, state, and county laws and ordinances and these Rules and Regulations, which may be periodically revised by the Association's Board of Directors.
2. No nuisances, immoral, improper, offensive or unlawful uses shall be made or done within the property or any part thereof; and each owner at their own expense shall comply with, perform, and fully satisfy all city, state and federal laws, statutes, ordinances, requisitions, orders, or requirements affecting their unit.
3. Owners shall not take or cause to be taken within their units (the term "unit" as used in these Rules and Regulations shall mean the same as the terms "dwelling unit" or "residence" are used in the other governing documents) any action that would jeopardize the soundness or safety of any part of the property or impair any easement or right appurtenant thereto or affect the common and/or limited common areas without the prior requisite consent and approval of all owners who might be affected thereby and/or by the Board, as applicable.
4. Owners shall not permit anything to be done or kept in their units that would increase the rate of insurance thereon or on the property as a whole.
5. An owner shall be liable for the expense of any maintenance, repair, or replacement to the common and/or limited common areas rendered necessary by their own negligence or intentional actions or by the negligence or intentional actions of any member of their family, their guest, tenant, employee, invitee or agent which is not covered by insurance, as well as any attorney's fees and costs that may be incurred relevant thereto.
6. Units shall be occupied and used by their respective owners only as private dwellings for the owner, their family, tenants, and social guests, and for no other purpose whatsoever. 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.
7. Household garbage and trash must be placed in plastic bags, securely tied, placed inside the provided waste bin, with boxes and cartons flattened, and left outside their front door on the day of collection and waste bins must be brought back inside the unit before the following morning. . NO dumping is allowed on Property whatsoever and burning of trash or any other material is strictly prohibited.
8. No objects may be placed, stored, or maintained on the unit/building exterior, in the entryways, grounds, or common or limited common areas without prior approval of the Board. Doorways and patios must be kept in a clean, presentable, and FIRST CLASS CONDITION, at all times.
9. Noise, which can be heard in another unit at an excessively loud volume is not allowed (i.e. radios, television, instruments, etc.). Loud music in the pool areas is not allowed.
10. Solicitation is not allowed on the premises.
11. Any items left unattended in common areas may be removed and disposed of at the owner's expense and without notice.

12. No public use of foul or threatening language will be tolerated on the premises, at any Association Meeting or directed toward any vendor working on behalf of the Association.
13. An emergency contact number and/or email should be provided to the Management Company and Management should be notified immediately of any violations of these rules and regulations.

II. SALES, LEASES OR OTHER TRANSFER

1. No unit or Lot may be sold, leased, devised, or transferred without the owner's having conformed to the requirements of the Association's governing documents.
2. ALL renters and purchasers must accept to comply with our Association's governing documents, including these Rules and Regulations, upon taking residency and/or ownership of any unit.
3. No unit or Lot may be rented or leased for a period of less than seven (7) months.
4. Owners who rent or lease their unit or Lot are responsible for the conduct of their tenants. Any infraction of the rules shall be brought to the attention of the owner of the unit and both the owner and the tenant may be enforced against.
5. No portion of a unit or Lot other than the entire unit or Lot may be rented. No unit may be rented for hotel or transient purposes.
6. Owners who lease their units or Lots to others shall relinquish their rights to the use of the facilities of the community, including all recreational common areas, amenities and/or any assigned parking not within their Lot.

III. ARCHITECTURAL AND QUALITY CONTROL

1. All repairs to electrical wiring and plumbing within the units must be done by a LICENSED and adequately insured contractor and the cost for such repair/service is the owner's responsibility.
2. Garage doors shall always remain closed when not in use for entry and exit to or from the garage.
3. ANY fences MUST be approved prior to installation and shall be manufactured from solid vinyl or PVC material and need be WHITE in color.
4. No owner, resident or lessee shall install wiring for any electrical or telephone installation or any television antenna, air conditioning unit, or machine of any kind on the exterior of the building or which protrudes through the walls or the roof of the building, except as authorized by the governing board or a majority of the owners.
5. No additions, removals, renovations or alterations may be made to any unit, building, Lot, limited common area or common area without prior approval by the Architectural Review Committee ("ARC"). No signs, posters, or billboards whatsoever may be placed on or maintained on any Lot, building, limited common area or common area, including "For Sale" or "For Rent" signs.
6. Tree houses and skateboard ramps are not permitted on any Lot or common area.
7. No permanently installed basketball backboards are permitted. No portable basketball backboards may be kept outside of a unit overnight or when not in use. 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 or the dwelling, or in the case of corner Lots on the inside portion of the Lot within the setback lines.

8. Landscaping, including bushes or hedges, may not be added or removed to any Lot, limited common area or common area without prior written approval by the ARC.
9. Alterations to the landscaped common areas between the patios at the rear of the units and in front of the units may be made at the sole expense of the owner ONLY after the ARC's written approval.
10. Owners or occupants making changes without prior prior written approval by the ARC could be required to remove installations or structures and/or return the area to its original condition at their own expense.
11. Any alterations in these areas made with the ARC's approval must be maintained, repaired and replaced by the owner, and their successors and assigns. If not maintained, the Association reserves the right to remove any additional plants or installations in limited common areas or common areas and/or return the area to its original condition.
12. All draperies or other window coverings facing the street must be white or must have a white liner exposed to the exterior.
13. Listed below are *examples* of the types of items that require written ARC approval prior to installation and/or modification. Please be advised, this list is not all-inclusive and if the modification can be viewed from the outside of your unit, you will need to complete an application prior to proceeding with the project. If you are thinking of making additions or changes to your unit or Lot, landscaping and the item you are interested in is not listed below, please contact Management for more details and/or to obtain an architectural modification application.
 - Screen Enclosure of Patios
 - Landscaping rocks
 - Landscaping mulch
 - Rearrangement or Removal of Landscaping
 - Pavers / Yard Ornamentation
 - Windows /Shutters
 - Painting of Patios or Driveways
 - Satellite Dishes / Hardscapes (i.e. new addition or modifications)
 - Fencing
 - Exterior Lighting
 - Screening of Front Door
 - Property Improvements
 - Any attachments to Buildings (i.e. Flag Poles, Planters, Exterior Décor, etc.)

IV. FINANCIAL RESPONSIBILITY AND MAINTENANCE

1. All maintenance assessments ("maintenance fees") are due and payable on the 1st day of each month. An owner may elect to pay maintenance fees either quarterly, or semi-annually, in advance, by so advising the Management in writing.
2. In the event that the owner of a unit, after being provided written notification (at least 15 days prior notice with respect to yard work and at least 30 days prior notice with respect to structural or exterior work) to maintain their Lot or an Improvement because it is in need of repair or maintenance and/or because it is detracting from the overall appearance of the property (in the sole discretion of the Board) fails to cure the problem(s) or otherwise fails or refuses to maintain their Lot or an Improvement in first class condition, the Board shall have the right to access the Lot, inspect, maintain, make any necessary repairs or replacements and assess the cost thereof back to the applicable owner's account, which amount shall be treated, collectable and lienable to the same extent as an unpaid assessment.

V. PATIOS/FENCES

1. Hanging anything from windows, railings, fences, and/or patios is prohibited (i.e. towels, laundry, rugs, etc.).
2. Cooking and open flames of any kind on enclosed patios is strictly prohibited according to the directives we have received from the Fire Department and insurance company. Grills must not be in close proximity to any building or fence.
3. Patio enclosures must be approved by the ARC prior to installation and maintained, at the owner expense, in fruit class condition.
4. ANY and ALL fences MUST be approved prior to installation and shall be manufactured from solid vinyl or PVC material and need be WHITE in color.

VI. PETS/ANIMALS

1. NO animals, livestock, or poultry of any kind shall be raised, bred, or kept on or in any unit, Lot or the common or limited common areas except that cats, dogs and other customary domesticated pets may be kept by owners or tenants in their respective unit.
2. Any animal that is deemed aggressive or dangerous by the Board, in its sole discretion and for good cause, may not be kept on the Property. All dogs must be registered with the Management Company.
3. No animal shall make disturbing noises such as barking for periods of over 30 minutes and/or other noises that interfere with other residents' quiet enjoyment of the property, nor shall they exhibit any other aggressive or violent behavior towards residents or other animals.
4. Tenants may only have pets with the approval of the owner and must obey the rules set forth in these Rules and Regulations and the other governing documents related to any animals that they may have on the Property.
5. Animals must be fully licensed and inoculated in accordance with the laws of the state and county. Unlicensed animals and strays may be referred to Animal Control.
6. Residents keeping domestic animals must abide by the municipal sanitary regulations. Residents keeping domestic animals are responsible for any inconvenience or damage caused by such animals and shall indemnify and defend the Association, including attorney's fees and costs, with respect to any claims that may be brought against the Association due to the behavior of their animal.
7. When out in public, animals must be carried or kept on leashes at all times. There are several dog stations are on the property with plastic bags for picking up feces.
8. Owners must clean up their animal's waste immediately. Mistakes on the way to or from the duty areas must be cleaned up by the person in possession of the animal at the time.
9. Animals cannot be tied up outside in the absence of their owner.
10. Feeding feral and/or wildlife is NOT permitted.
11. Any infraction of these rules shall allow your pet or animal to be subject to removal from the community and/or the pet or animal owner subject to fine(s).

VII. VEHICLES AND PARKING

1. The speed limit is 15 MPH for the protection of every resident and guest.
2. No vehicle can be left within overflow parking spaces for more than 3 days, doing so will incur \$25.00 fine per day, any vehicle abandoned for more than 5 days shall be towed at owners' expense.

3. No truck or van with more than $\frac{3}{4}$ 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 24 hours except that any of these vehicles may be stored in the garage on a Lot so long as the garage door is fully closed while the vehicle is located therein.
4. No garage shall be permanently enclosed, and no portion of a garage shall be converted into a living space or storage area. All garage doors are to remain closed when not in use and to be maintained in first class condition.
5. No commercial vehicles may be parked in front of units, accept those of companies performing services for the tenants, those in the process of loading or unloading, or those delivering items.
6. Parking areas SHALL NOT be used for any mechanical or body work on vehicles. No vehicle which cannot operate on its own power or is wrecked shall remain on the Property for more than forty-eight (48) hours.
7. ANY vehicle found parking on the street and ANY vehicles on the premises with expired licenses and registrations may be towed from the street or common parking areas at the owner's expense.
8. Vehicles with loud mufflers are not permitted on the Property at any time.
9. If violation of any of the above rules persist after written notification by the manager (i.e. 24-hour tow sticker placed on vehicle in violation; however, in the case of emergency or repeat offender) the vehicle will be TOWED FROM THE STREET OR COMMON PARKING AREAS AT THE OWNER'S EXPENSE AND RISK.

VIII. HOUSE GUESTS, VISITORS, TENANTS

1. Owners, tenants and other residents are responsible for ensuring that their guests and invitees are aware of and follow all rules and regulations.
2. Any tenant shall communicate with their landlord (owner of the unit) and/or the property manager for the unit which they reside.
3. NO tenant/guest may make any alterations/modifications to the exterior and/or common area or limited common area without prior approval from owner, whom has already obtained necessary written approval for said alteration/modification from the ARC for the Willowbrook at Oakleaf Plantation Homeowner's Association.

XII. ENFORCEMENT

All violations of these rules and regulations shall be reported immediately to a member of the Board and/or the managing agent. THESE RULES AND REGULATIONS WILL BE STRICTLY ENFORCED. In the case of any inconsistencies between the terms of the DCCR and these rules and regulations, the terms of the more restrictive provisions shall control, unless such terms of these rules and regulations are prohibited by the DCCR of the Association and, in that event, the terms of the Declaration of the Association shall control. Any failure to enforce these rules and regulations shall not operate as waiver of future enforcement with respect to other violations.

Disagreements concerning the proper interpretation and effect of these rules and regulations shall be presented to and determined by the Board, whose interpretation of these rules shall be dispositive.

In the event that any person, firm or entity subject to these rules and regulations fails to abide by them, as they are interpreted by the Board, they may be subject to fines levied by the Board for each such failure to comply or other violation of these rules and regulations. Such fine, which shall not exceed one-hundred dollars (\$100.00) for each violation, shall be collected by the Association. A fine may be levied on the basis of each day for a continued violation for up to \$100.00 per day, provided that no such fine shall in the aggregate exceed One Thousand and no/100 Dollars (\$1,000.00).

Please see more detailed fine schedule on page 10 of these Rules and Regulations. Please note, the fining schedule provided does not list all violations, and their associated fines, but in no event shall a fine exceed one-hundred dollars (\$100.00) for each violation or daily (for violations that are continuous in nature).

Nothing herein shall be construed to make fining the exclusive remedy or to prohibit the Board from bringing an action at law or in equity, in the name of the Association, to enforce these rules and regulations, including the provision herein for fines. In the event any such action is instituted and reduced to judgement in favor of the Association, the Association shall be able to recover its costs and attorneys' fees incurred in enforcing these rules and regulations.

Prior to imposition of any fine, an offending party shall be given written and an opportunity to appear before a committee of not less than three (3) members appointed by the Board (who shall not be officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association).

The written notice shall specify the provisions of the Declaration, Bylaws, or these Rules and Regulations, which are alleged to be violated, shall include a short and plain description of the alleged violations, and shall state the date, time, and place at which the committee shall conduct a hearing with respect to the alleged violations, which hearing shall be conducted on not less than fourteen (14) days' notice to the party who is sought to be fined.

At the hearing, the party against whom the fine is sought to be imposed shall have an opportunity to respond, present evidence, and to provide written and oral argument on all issues involved and shall further have an opportunity to review, challenge, and respond to any material considered by the committee in making its determination that violations have occurred. Following such hearing, the committee's decision with respect to the imposition of a fine shall be dispositive.

Failure to pay the fine may result in legal action against the owner. Unpaid fines may be collectable, lienable and enforceable to the same extent as an unpaid assessment, subject to any applicable limitations contained in Florida Statute 720. If the Association is required to take legal action against an owner and the judgement is in favor of the Association, the Association will be entitled to recover its cost and attorneys' fees incurred in enforcing the Rules and Regulations.

Thank you all in advance for your concerted efforts to maintain and improve the property values of our community and promote a peaceful environment for all our neighbors to enjoy!

Violation	Fine
Home Based Business	\$50.00
Improper Use - Limited Common Property (Recreational Items)	\$50.00
Pets	\$50.00
Signage/Flags	\$50.00
Parking - Improper/Grass/Sidewalk	\$100.00
Parking - Registration of Vehicles	\$100.00
Commercial Vehicles	\$50.00
Vehicle Maintenance	\$100.00
Garbage/Trash Containers	\$50.00
Window Air Conditioners	\$50.00
Temporary Structures	\$50.00
Fireworks	\$100.00
Short-term Leasing of Residences	\$100.00
Soliciting	\$50.00
Homeowner Maintenance Required	\$50.00
Unapproved Architectural Modifications	\$100.00