

This instrument prepared by/return to:
Jackson Law Group
1301 Plantation Island Drive, Suite 304
St. Augustine, FL 32080

CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILLOWCOVE PARK

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Willowcove Park (“Declaration”) is made as of the date written below by the undersigned officers of Willowcove Park Homeowners Association, Inc. (“Association”), who hereby certify that the following amendments to the Declaration were approved by Members representing at least 67% of the Association’s total Class “A” votes.

(Additions are indicated by underline, deletions by ~~strikethrough~~)

ARTICLE I CREATION OF THE COMMUNITY

1.3 Governing Documents. The following chart identifies the documents that govern the Community (as they may be amended from time to time, the “**Governing Documents**”) and describes, in part, the purposes of each. Every Owner and occupant of a Lot (as defined in Article II), and their respective guests, tenants, visitors and invitees, shall comply with the Governing Documents.

~~Master Declaration~~	→	~~creates obligations which are binding upon the Association and all present and future owners and occupants of, and others with any interest in, property in the Community.~~
...		

ARTICLE II CONCEPTS AND DEFINITIONS

~~2.3 Master Association and Master Declaration. Each Owner and respective Lot or Unit is subject to the Master Declaration and the jurisdiction of the Master Association, including the obligation to pay assessments to the Master Association pursuant to the Master Declaration. Association shall never take any action (i) to amend the Master Declaration, the Articles of Incorporation of the Master Association or the Bylaws of the Master Association or (ii) to impose any lien, assessment, liability, easement contractual obligation or use restriction (including rules and regulations) on any portion of the Master Association Property or the Master Association without the prior written consent of the Master Association, which may be withheld for any reason. Association will indemnify and hold Master Association harmless from any assessments or liens imposed on the Master Association Property pursuant to this Declaration or by the Association, not approved by the Master Association. The Master Association shall have no obligation to approve any assessment or lien on Master Association Property. Notwithstanding any other~~

~~provision in this Declaration, this provision may not be amended without prior written consent by the Master Association.~~

ARTICLE VIII ASSOCIATION FINANCES

8.1 Budgeting and Allocating Common Expenses.

(a) Calculation of Regular Assessments. Before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses it expects to incur for the coming year, including any contributions to be made to reserves pursuant to Section 8.2 for periodic major maintenance, repair and replacement of items that the Association maintains as a Common Expense. To the extent not included within the budget of assessments of the Master Association pursuant to the Master Declaration, the budget shall include, as a separate line item in the operating expense portion of the budget, the estimated cost of routine maintenance of the Surface Water and Storm Water Management System and, as a separate line item in the reserve portion of the budget, a contribution to a reserve fund for periodic major maintenance, repair, and replacements to the Common Maintenance Areas as provided in Section 8.2, including without limitation, contributions to reserves for the Surface Water and Storm Water Management System. ~~If required by the Master Association, the budget shall include as a Common Expense or Limited Common Expense, as appropriate, all sums assessed against the Community or any portion thereof by the Master Association under the Master Declaration.~~ The budget shall separately reflect the anticipated sources and estimated amounts of funds to cover the Common Expenses, including any surplus or deficit to be applied from prior years, assessment income, any fees charged for use of recreational amenities, and any other non-assessment income.

ARTICLE XI EASEMENTS

11.15 Willowcove Master Association Access Easement. Willowcove Master Association, Inc. and its Members shall have an easement of use and enjoyment, and right of access to, the Common Areas, recreational areas, parks, and sidewalks located within or constituting part of Willowcove Park. Willowcove Master Association, Inc.'s Members' easement and right of access and use shall be subject to: (i) suspension by Willowcove Master Association, Inc. for nonpayment of a monetary obligation or for violation of the Governing Documents of Willowcove Master Association, Inc. or governing documents of Willowcove Park Homeowners Association, Inc.; (ii) suspension by Willowcove Park Association, Inc. for violation of its governing documents; and (iii) the authority of Willowcove Park Homeowners Association, Inc. to adopt reasonable rules and regulations regarding the use of its Common Areas, recreational areas, and parks, which may not discriminate against Willowcove Master Association, Inc. Members. If Willowcove Park Homeowners Association, Inc. subsequently improves any of the Common Area with additional recreational facilities, or subsequently acquires additional common area, property, or rights of access to additional recreational facilities, it may condition their use by Willowcove Master Association, Inc.'s Members on Willowcove Master Association, Inc.'s or its Members' payment of a fair portion of the costs of such improvements or may alternatively charge a reasonable use fee to Willowcove Master Association, Inc.'s Members.

IN WITNESS WHEREOF, the President and Secretary of Willowcove Park Homeowners Association, Inc. have executed this certificate on this 27th day of July, 2017.

Witnesses

Melissa M. Cain

Signature of Witness 1

Melissa M. Cain

Printed

Ashley Lowrey

Signature of Witness 2

Ashley Lowrey

Printed

WILLOWCOVE PARK HOMEOWNERS ASSOCIATION, INC.

Lisa Hoffman

Signature of President - VP

Lisa Hoffman

Printed

Jodi Dube

Signature of Secretary

Jodi Dube

Printed

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 27th day of July, 2017, by Lisa Hoffman, as ^{via} President and by Jodi Dube, as Secretary of Willowcove Park Homeowners Association, Inc.

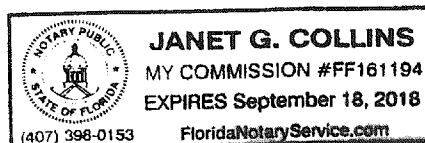
Janet G. Collins

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known or Produced Identification

Type of Identification Produced: _____



**CONSENT
OF
WILLOWCOVE MASTER ASSOCIATION, INC.**

Willowcove Master Association, Inc. hereby consents to the amendment of Section 2.3 of the Declaration of Covenants, Conditions and Restrictions for Willowcove Park.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this 31 day of July, 2017.

WILLOWCOVE MASTER ASSOCIATION, INC.

Signed: _____

Printed: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 31 day of July, 2017 by John DeBiase as President of Willowcove Master Association, Inc., a Florida not-for-profit corporation.



CINDY MUNERA
MY COMMISSION # FF 941996
EXPIRES: April 8, 2020
Bonded Thru Budget Notary Services

(Signature of Notary Public – State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ or Produced Identification

Type of Identification Produced: _____.