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**DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
WILLOWCROFT**

**THIS DECLARATION**, made this 19th day of August, 1999, by **ALBEMARLE DEVELOPMENT CORPORATION**, a Florida corporation, whose post office address is 2321 N.W. 41st Street, Suite A-2, Gainesville, Florida 32606, hereinafter referred to as "the **DECLARANT**",

**W I T N E S S E T H**

**WHEREAS**, the Declarant is the owner of the real property situate, lying and being in Alachua County, Florida, and described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as "Willowcroft" and/or the "Property or Properties"); and

**WHEREAS**, the Property shares a common surface water and stormwater management system with other lands contiguous to Willowcroft, and the Property is hereby made subject to the terms of the Declaration of Covenants, Conditions and Restrictions for Beulah Land Drainage Association, Inc., a Florida nonprofit corporation, which maintains, administers and enforces the covenants and restrictions, and collects and disburses the assessments and charges therefor; and

**WHEREAS**, the Declarant desires to provide for the preservation and enhancement of the property values and quality of life in the Properties, the personal and general health, safety and welfare of the owners of the affected lands, and for the maintenance of streets, driveways, sidewalks, retention areas, and open spaces located within the Properties, and to this end, desires to subject the Properties to the covenants, conditions, restrictions, easements, and liens hereinafter set forth, each of which shall be binding upon and run with the title to the Properties; and

**WHEREAS**, to provide a means for meeting the purposes and intents herein set forth, the Declarant deems it desirable to create a non-profit corporation to which may be conveyed title and delegated and assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created.

**NOW, THEREFORE**, the Declarant, for itself and its successors and assigns, declares that the Properties is, and shall be held, transferred, sold, conveyed, mortgaged, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, all of which shall run with title to the land.

## ARTICLE I

### DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- a. **"Association"** shall mean and refer to Willowcroft Owners Association, Inc., a Florida corporation not for profit, or its successors and assigns.
- b. **"Common Expenses"** shall mean and refer to the actual and estimated expenses of operating the Association and meeting the costs incurred or to be incurred relative to the performance of the duties of the Association, including without limitation, the costs incurred for operation, maintenance and improvement of any Common Property or on that portion of an Owner's Lot not occupied by the Owner's dwelling if such operations, maintenance or repair is deemed to be in the best interest of the Association in the sole opinion of the Board of Directors, and including any reserves established by the Association, and fees paid to the Beulah Land Drainage Association, Inc., all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to this Declaration, the Bylaws, and the Articles of Incorporation of the Association.
- c. **"Common Property"** shall mean and refer to all real property and any improvements located thereon, and all personal property, from time to time intended to be devoted to the use and enjoyment of all Members of the Association and maintained by the Association at Common Expense. "Common Property" includes, without limitation, all lands within the Plat of Willowcroft except the thirty-three (33) individual residential lots, but including easements shown on the plat over individual Lots.
- d. **"Cluster Open Space"** shall mean and refer to the Common Property located within the Properties as shown on the Plat of Willowcroft as Cluster Open Space.
- e. **"Declarant"** shall mean and refer to Albemarle Development Corporation, a Florida corporation, and its successors and assigns. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.
- f. **"Lot"** shall mean and refer to Lots One (1) through Thirty-three (33) of Willowcroft, a Cluster Subdivision, as per Plat thereof of Willowcroft, recorded in the public records of Alachua County, Florida.
- g. **"Member"** shall mean and refer to each Owner who is a Member of the Association as provided in Article II hereof.
- h. **"Owner"** shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Lot included in the Properties (other than the Association); but, notwithstanding any applicable theory of law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each Lot owned by it, irrespective of whether such ownership is joint, in common, or tenancy by the entirety. In the event any life estate is created with respect to any Lot in the Properties, the Owner of the life estate shall be deemed to be the Owner for purposes of this definition for so long as the life estate shall exist.
- i. **"The Properties"** shall mean and refer to the lands described in Exhibit "A" attached hereto which are subject to the Declaration and subsequent amendments, and which are subject to the Declaration of Covenants, Conditions and Restrictions for Beulah Land Drainage Association, Inc.
- j. **"Residential Unit"** shall mean and refer to the residential structure which is constructed on a Lot and is to be occupied as a single family residence or household.

k. **"Surface Water or Stormwater Management System"** shall mean and refer to a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to chapters 40C-4, 40C-40 or 40C-42, Fla. Admin. Code, and as described in the Declaration of Covenants, Conditions and Restrictions for Beulah Land Drainage Association, Inc.

## **ARTICLE II**

### **STRUCTURE, POWERS AND DUTIES OF, AND MEMBERSHIP AND VOTING RIGHTS IN, THE ASSOCIATION**

**Section 1. Association.** The Association shall be a nonprofit corporation charged with the duties and vested with the powers prescribed by law and set forth in the Articles of Incorporation, the Bylaws and this Declaration. Copies of the Association Articles of Incorporation and Bylaws are attached hereto as Exhibits "B" and "C", respectively. Neither the Articles of Incorporation nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be either: (1) Members of the Association, or (2) officers, directors, representatives or employees of the Declarant. A Board of Directors of the Association, and such officers as the Board may elect or appoint, shall conduct the affairs of the Association in accordance with this Declaration, the Articles of Incorporation and the Bylaws.

**Section 2. Membership.** The Declarant and each Owner shall be Members of the Association. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

**Section 3. Voting Rights.** The Association shall have two (2) classes of voting membership:

a. **Class "A".** Class "A" Members shall be all Owners of Residential Units, with the exception of the Declarant. Class "A" Members shall be entitled on all issues to one (1) vote for each Residential Unit in which they hold the interest required for membership.

b. **Class "B".** The Class "B" Members shall be the Declarant and any successor of the Declarant who takes title to and to whom Declarant assigns in writing one or more of the Class "B" votes. Upon the execution of this Declaration, the Class "B" Members shall be entitled to three (3) votes for each Lot owned by a Class "B" Member. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

- (i) When the total outstanding Class "A" votes in the Association equal the total outstanding Class "B" votes; or
- (ii) On December 31, 2005; or
- (iii) When, in its discretion, the Declarant so determines.

From and after the happening of any one of these events, the Declarant shall call a meeting as provided in the Bylaws for special meetings to advise the Association membership of the termination of Class "B" status.

The Class "B" Members shall cast on all issues their votes as they among themselves determine. It shall be permitted for the Declarant to retain and to cast all Class "B" votes.

**Section 4. The Declarant Veto Power.**

From and after the termination of the Class "B" membership, the Declarant shall have a veto power over all actions of the Association and the Board of Directors of the Association. This power shall expire when the Class "A" votes, other than those held by the Declarant, equals ninety percent (90%) of the total membership vote (regardless of class distinction) of the Association.

No action authorized by the Association or the Board of Directors shall become effective, nor shall any action, policy or program be implemented, until and unless:

- a. The Declarant shall have been given written notice of each meeting of the Members and of the Board of Directors by certified mail, return receipt requested or by personal delivery, at the address it has registered from time to time with the Secretary of the Association, which notice otherwise complies with the terms of the Bylaws as to regular and special meetings of the Members and Board of Directors, and which notice shall set forth with reasonable particularity the agenda to be followed at said meeting; and
- b. The Declarant shall have been given the opportunity at each such meeting, if Declarant so desires, to join in, or to have its representatives or agents join in, discussion of any prospective action, policy or program to be implemented by the Board or the Association. The Declarant and its representatives or agents may make its concerns and suggestions known to the Members of the Association or of the Board. At such meeting the Declarant shall have, and is hereby granted, a veto power over any such action, policy or program authorized by the Board of Directors, the Association officers, or Association membership, and to be taken by said Board, the officers or agents of the Association, or any individual Member of the Association (if Association or Board approval is necessary for said Member's action). Except as set forth in subsection (c) below, the Declarant veto must be exercised by the Declarant, its representatives, or agents at or before the meeting to consider proposed action. The veto power shall not include the authority to require any affirmative action on behalf of the Board or the Association; and
- c. If any action, policy or program is to be implemented by prior consent without the formality of a meeting, then the Declarant shall be provided a written notice and description of the proposed action, policy or program at least ten (10) days in advance of such implementation, and the Declarant shall have ten (10) days after receipt of such notice to exercise its veto.

**Section 5. Multiple Owners.** Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Lot, it shall thereafter be conclusively presumed for all purposes that he/she was, or they were, acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

**Section 6. Duties, Powers and Authority of the Association.** The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the Bylaws, or this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required or permitted to be done by this Declaration, the Articles of Incorporation and the Bylaws, and

to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration, and improvement of the Common Property.

The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

### **ARTICLE III**

#### **PROPERTY RIGHTS IN THE COMMON PROPERTY**

**Section 1. Member's Easements of Enjoyment.** Subject to the provisions of this Declaration, the Association, the Declarant (until the Declarant transfers ownership of the last Lot owned by Declarant) and every Member of the Association shall have a non-exclusive right, license, privilege and easement of use and enjoyment in and to the Common Property and such rights shall be appurtenant to and shall pass with the title to every Lot in the Properties. Said rights shall include, but not be limited to, the following:

- a. Right-of-way for ingress and egress by vehicles or on foot, in, through, over, under and across the streets, roads and sidewalks in the Common Property for all lawful purposes; and
- b. Rights and easements of drainage across stormwater drainage and retention structures and areas, and to connect with, maintain and make use of utility lines, wires, pipes, conduits and cable television lines which may from time to time be in or along the streets, roads, sidewalks or other areas of the Common Property; and
- c. Rights to use and enjoy the Common Property for any purpose not inconsistent with this Declaration, the Bylaws and rules and regulations of the Association, or governmental regulations, and
- d. Rights of Owners of individual Lots to maintain their individual water lines which may be located in the Common Property, subject to rules and regulations of the Association.

**Section 2. Title to Common Property.** The Declarant may retain the legal title to all or any portion or portion or portions of the Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same. The Declarant may convey or turn over certain items of the Common Property and retain others. The Declarant hereby covenants for itself, its successors and assigns, that it shall convey to the Association all then-existing and completed Common Property located within the Properties no later than at such time as Declarant has conveyed to Owners fee simple title to thirty (30) of the thirty-three (33) Lots in Willowcroft. Said conveyances shall be free and clear of any mortgage lien. The conveyance of the Common Property to the Association shall be deemed to contain the following covenant which shall run with the land, whether or not specifically set forth in said conveyance, and shall be binding upon the Association, its successors and assigns, for so long as such property shall remain subject to this Declaration:

In order to preserve and enhance the property values and amenities of the Properties, the Common Property and all landscaping and drainage and other improvements now or hereafter built or installed thereon shall at all times be

maintained in good repair and condition and shall be operated in accordance with high standards.

**Section 3. Extent of Members' Easements.** The rights and non-exclusive easements of use and enjoyment created hereby shall be subject to the following:

- a. The Association, subject to the rights of the Declarant and the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Property and all improvements thereon.
- b. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.
- c. The right of the Association, agents of the Association or those employed by the Association, to enter upon that portion of each Lot not occupied by the Owner's dwelling; and each conveyance of a Lot shall be deemed to create an easement of access for the purpose of lawn maintenance both as to appearance and as required to prevent erosion and improve drainage, the installation, repair and maintenance of utilities, the installation, repair and maintenance of drainage facilities, including but not limited to gutters, downspouts, underground piping and catch basins, swales, berms, ditches (whether earthen or concrete), and for other such purposes as from time to time may be necessary for the Association to carry out its duties and obligations to the Members in accordance with the Declaration, Articles of Incorporation and Bylaws of the Association.
- d. The right of the Declarant without Owner or Association approval prior to conveyance of title to the Association, and the right of the Association thereafter, to grant or dedicate to any Owner, to any governmental agencies and/or to any utility companies, and to reserve easements and rights-of-way, in, through, under, over and across the Common Property for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, telephone, electricity, and other utilities, and for the completion of the development. No improvement or material may be placed upon any such an easement as may damage or interfere with the installation, maintenance and operation of utilities or that may change the direction, or affect the flow, of drainage.
- e. The right of the Association to suspend the voting rights of an Owner for the nonpayment of regular assessments that are delinquent in excess of ninety (90) days.
- f. The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by Members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of members has been recorded.
- g. The easements and rights of the Declarant reserved by this Declaration.

h. The right of the Owner of a Lot to restrict the usage of the Limited Recreational Area that is adjacent to his/her Residential Unit.

**Section 4. Easement Reserved to the Declarant Over Common Property.** The Declarant hereby reserves to itself and its successors and assigns, such licenses, rights, privileges and easements in, through, over, upon and under all Common Property, including, but not limited to: (1) the right to use the said properties for rights-of-way and easements to erect, install, maintain, inspect and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pipes, telephone, and electrical equipment, gas, cable television, drainage facilities, ditches or lines, or other utilities or services and for any other materials or services necessary or convenient for the completion, marketing, and use and enjoyment of the Properties; (2) the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance; (3) the right to locate thereon wells, pumping stations and irrigation systems and lines; (4) the right and easement of ingress and egress for purposes of development, construction and marketing; and (5) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of all present and future phases of the Development Plan; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility, development or service. The Declarant also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage and other utility lines which may from time to time be in or along the streets, roads and sidewalks, or within the Common Property, easements, or greenbelts, or to grant such rights to others. Finally, the Declarant reserves the right to use the Common Property in its efforts to market the Properties. The easements and rights-of-way herein reserved shall continue in existence in favor of the Declarant after conveyance of Common Property to the Association until such time as the Declarant has sold all of the Lots within the Properties. This Section may not be amended without the written consent of the Declarant.

**Section 5. Beneficiaries of Easements, Rights and Privileges.** The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of the Association, the Declarant, and the Owners, all as more specifically set forth elsewhere in this Declaration, and any Owner or the Declarant may also grant the benefit of such easement, license, right or privilege to tenants and guests for the duration of their tenancies or visits, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public other than pedestrian access on the sidewalks within the Common Property.

**Section 6. Easement for Encroachments.** In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, utility lines, sprinkler system, building or any other structure or improvement as originally constructed encroaches on any Lot, or Common Property, it shall be deemed that the Owner of such Lot or the Association has granted a perpetual easement to the Owner of the adjoining Lot, or the Association, as the case may be, for the continuing maintenance and use of such encroaching improvement or structure. The foregoing shall also apply to any replacements of any such improvements or structures if same are constructed in substantial conformity with the original structure or improvement.

## **ARTICLE IV**

### **INSURANCE AND CASUALTY LOSSES**

The Association's Board of Directors shall have the authority but not the duty to obtain insurance for insurable improvements on the Common Property owned by it against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, and to obtain public liability policies covering the Association, Declarant and/or its designee, and its Members for damage or injury caused by the negligence of the

Association, Declarant and/or its designee, or any of its Members or agents, and, if reasonably obtainable, directors' and officers' liability insurance, and to obtain any and all other types of insurance coverage with respect to such risks or persons as shall be deemed necessary or appropriate by the Board of Directors. Any insurance obtained shall include such coverage, contain such deductible provisions and be in such limits as shall be determined by the Board of Directors. The Association shall also have the discretion to self-insure against any risk. Premiums for insurance shall be a Common Expense if for the benefit of the Association, its officers or directors, the entire membership as a group, or relate to the Common Property.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENTS

#### **Section 1. Creation of the Lien and Personal Obligation on Assessments.**

a. **Creation of the Lien and Personal Obligation on Assessments.** Each Owner by acceptance of a deed to any Lot included in the Properties, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to and hereby does covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments, and (3) individual assessments. Said assessments shall be fixed, established and assessed to the Owners as hereinafter provided. The assessments together with interest thereon, late charges, lien charges and costs of collection thereof, including court costs and reasonable attorneys' fees (including fees and costs upon appeal), shall be a charge and a continuing lien upon the Lot against which each such assessment is made from the date on which each such assessment is due. Each such assessment, together with interest, late charges, lien charges, costs and attorneys' fees, as herein provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

b. **Exempt Property.** The Common Property subject to this Declaration shall be exempt from the assessments, charges and liens created herein. Except as set forth in this subsection, no land or improvements in the Properties shall be exempt from assessments, charges or liens. No Owner may avoid the obligation for the payment of assessments by virtue of non-use or abandonment of the Common Property.

**Section 2. Purpose of Assessments.** The assessments levied by the Association may be used for the purpose of promoting the recreation, health, safety, and welfare of the lands and Owners in the Properties, for the performance by the Association of its duties and the exercise of the powers conferred upon it, for the improvement and maintenance of properties, services and facilities which have been or will be constructed, installed or furnished upon, and which are devoted to the purpose and related to the use and enjoyment of, the Common Property, and for such other purpose as may be deemed desirable or appropriate from time to time by the Board of Directors, including but not limited to:

- a. Payment of operating expenses of the Association, and;
- b. Lighting, improvement and beautification of access ways and easement areas including sidewalks, and the acquisition, maintenance, repair and replacement of project identification signs and entry features; and
- c. To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association, or the Common Property. Such taxes and assessments may be contested or compromised by the Association. It is the intent of this Declaration that, inasmuch as the interest of each Owner to use and enjoy the Common Property constitutes an interest in real property on a proportionate basis appurtenant to each benefitted Lot, the value of the interest of each Owner in such property shall be included in the assessed value of each Lot and any taxes levied directly against such community property should be of a nominal nature; and



- d. Management, maintenance, improvement and beautification of landscaping and stormwater drainage and retention features on Common Property; and
- e. Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property, and in furnishing services to or for the Members of the Association; and
- f. Repair and maintenance of all streets, roadways, driveways and sidewalks situated upon the Common Property, which have not been dedicated to any governmental unit; and
- g. Funding of appropriate reserves for future repair and replacement; and
- h. Maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.
- i. Doing any other thing necessary or desirable in the judgment of said Association to keep the Properties and the Common Property neat and attractive or to preserve or enhance the value thereof, or to eliminate fire, health or safety hazards, or which, in the judgment of the said Association, may be of benefit to the Owners or occupants of the Properties.

### **Section 3. Determination of Assessments.**

- a. **Operating Budget.** It shall be the duty of the Board, by majority vote, at least forty-five (45) days prior to the end of the Association's fiscal year, to prepare and approve a budget covering the estimated costs of operating the Association during the coming year, including but not limited to operational items such as overhead and indirect costs, insurance, utilities, taxes, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years, and such capital improvements budget items as approved by the Board pursuant to subsection (b) below.
- b. **Capital Budget.** The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required annual capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing. The annual capital contribution required shall be fixed by the Board and included within the annual operating budget and assessments. A copy of the capital budget shall be distributed to each Member as an appendix to the operating budget. Additionally, new capital improvements in the budget shall be approved not by the Board of Directors, but by a majority of the Owners or Members by separate written ballot.
- c. **Adoption of Budget.** The Board shall cause a copy of the budget and the projected assessments to be levied for the following year, broken down according to type of Lot to be delivered to each Member at least forty-five (45) days prior to the end of the Association's fiscal year. The budget and the assessments shall become effective unless and until disapproved at a special meeting of the Members held on or before thirty (30) days after the proposed budget and assessments are mailed to the Members, by a vote of two-thirds (2/3) of the membership of the Association. In the event that the membership so disapproves the proposed budget for the succeeding year, or in the event the Board shall fail to propose a budget, then and until such time as a new, acceptable budget shall have been determined, the budget in effect for the preceding year shall continue for the succeeding year.

d. **Allocation of Assessments Among Lots.** Both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected at such times and in such manner as the Board of Directors of the Association may determine.

#### **Section 4. Special Assessments.**

a. **Special Assessments.** In addition to the annual assessments established pursuant to Section 3 hereof, the Board of Directors of the Association may levy at any time a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto, for the purpose of covering any insufficiency of assessments to fund the actual monetary needs of the Association over and above the budgeted annual assessments, or for any other use or purpose deemed desirable or appropriate by the Board of Directors; provided, however, that any such special assessment shall have the approval of a majority of the votes of the Members (without regard to class) who are in attendance and voting in person or by proxy at a meeting duly called for said purpose. The Board of Directors shall determine the date when such special assessment is to be paid.

b. **Individual Assessment.** The Association may levy an individual assessment upon any Owner to cover the costs incurred by the Association due to that Owner's failure to maintain its Lot pursuant to the standards set forth in this Declaration, or to reimburse the Association for any damage to any Common Property caused by any Owner or its lessee or invitee, or for any other purpose permitted by this Declaration.

**Section 5. Date of Commencement of Assessments; Initial Annual Assessment; Due Dates.** The annual assessments provided for herein as to each Lot shall commence on the date that a Certificate of Occupancy is issued for the Residential Unit on said Lot within Willowcroft.

Annual assessments shall be due, in advance, on or before the commencement of the year for which imposed; provided, however, the Board of Directors shall have the discretion to collect assessments in installments over the year for which imposed at such payment intervals as it shall determine. In the event of such deferred payments, the Board shall also be permitted to charge a uniform rate of interest upon the amounts from time to time remaining unpaid at any rate deemed appropriate by the Board; provided, however, such rate shall not exceed the statutory usury limit then existing. The Board may accelerate the unpaid balance of any assessment upon default in the payment of any installment thereon.

The amount of the annual assessment to be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bears to twelve.

**Section 6. Certificate of Payment.** Upon request, the Association shall furnish to any Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence in favor of third parties of payment of any assessment therein stated to have been paid. The Board of Directors may establish a reasonable fee to reimburse the cost of issuance of said certificate.

**Section 7. Effect of Non-Payment of Assessment.** If any assessment is not paid on the date when due, then such assessment shall become delinquent and the delinquent assessment, together with interest thereon and/or late charges as shall be imposed by the Board at its discretion, and the cost of collection thereof, as herein provided, shall be secured by a continuing lien on the lands and improvements located thereon with respect to the ownership of which the assessment accrued which shall bind such lands and improvements in the hands of the then Owner, its heirs, successors, personal representatives and assigns. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any mortgage as hereinafter provided in Section 8. The personal obligation of the then Owner to pay such assessment, however, shall remain the then Owner's personal obligation for the statutory period and shall not pass to that Owner's successors in title unless expressly assumed by them, but no such assumption shall relieve any Owner personally obligated hereby for delinquent assessments from such Owner's personal liability therefor.

If the assessment or installment thereon is not paid within thirty (30) days after the due date, same shall bear interest from the date due at the highest rate allowed by Florida law or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action at law for collection against the Owner personally obligated to pay the same and/or to foreclose the lien against the lands and improvements, and there shall be added to the amount of such assessment the aforesaid interest, late charges, if any, costs of collection and court costs, and reasonable attorneys' fees, including court costs and attorney's fees upon appeal, and the said costs of collection shall be recoverable whether or not suit be brought. Costs of collection shall include not only costs of a legal action or legal representation, but also shall include costs incurred by the Association for collection. Each letter written for delinquent assessments shall be reimbursed at the same rate as a Certificate of Payment.

If it becomes necessary for the Association to file a claim of lien against any Lot, a lien fee in an amount set by the Board of Directors may be charged by the Association. Such lien fee shall be added to the unpaid assessment and same shall be secured by the lien hereby created.

The Board of Directors may establish a late fee for any assessment not paid within fifteen (15) days of its due date.

**Section 8. Subordination of the Lien to Certain Mortgages.** The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Lot in the Properties and held by a commercial or savings bank, savings and loan association, trust company, credit union, industrial loan association, insurance company, pension fund, or business trust, including but not limited to a real estate investment trust, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution or agency which has insured the loan of any such lender, or any combination of any of the foregoing entities, or any of same constituting an institutional mortgage; provided, however, that a sale or transfer of any Lot pursuant to a decree of foreclosure, or pursuant to any proceeding in lieu of foreclosure, shall not relieve such Lot from liability for any assessments which thereafter become due, nor from the lien of any subsequent assessment. Said assessment liens, however, shall be subordinate to the lien of any such mortgage or mortgages hereafter placed upon the properties subject to assessment, and no mortgagee shall be responsible for the collection of assessments from an Owner.

## ARTICLE VI

### ARCHITECTURAL CONTROL

**Section 1. Architectural Control; ARB.** All lands and improvements in the Properties are subject to architectural and environmental review. This review shall be in accordance with this Article and the Willowcroft Planning, Construction and Development Criteria described below. No sitework, landscaping, utilities extensions, drainage improvements, paving, parking areas, building, fence, wall or any other physical or structural improvement, or change or alteration to the exterior of any existing structures or improvements, or to any existing landscaping, shall be commenced, erected or maintained until the plans and specifications showing the nature, size, workmanship, design, signs, shape, finished grade elevation, height, materials and color of the same, together with a detailed landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, shall have been submitted to and approved in writing by the Architectural Review Board (the "ARB") as to consistency with Willowcroft's Planning, Construction and Development Criteria ("the Planning Criteria"), harmony of exterior design colors and materials, location in relation to surrounding structures, and drainage features and topography. The above approvals also shall apply to remodeling, re-painting, re-roofing and re-landscaping. The Association may charge a reasonable fee for the review of any approval required under the provisions of this Declaration, and may at any time require a review and recommendation from a professional designer or contractor before acting on an Owner's request for approval under this section.

The ARB shall promulgate and revise from time to time the Planning Criteria for the Properties. The Planning Criteria shall be set forth in writing and made available to all builders doing business in the Properties, and to all Members and prospective Members of the Association. Each applicant for approval shall have the burden to know and comply with the appropriate criteria. The Planning Criteria may include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration, including without limitation minimum square footage requirements for Residential Units, landscaping, fence design and residential recreational improvements. Different Planning Criteria may be adopted and enforced for improvements in different portions of the Properties.

As long as the Declarant or any corporation with a director who is also a director of the Declarant, owns any lands subject to this Declaration, the Declarant shall be entitled to appoint all members of the ARB. Thereafter, the membership of the ARB shall be determined by the Board of Directors of the Association. The ARB shall consist of no less than three (3) members, none of whom shall be required to be owners or occupants of the Properties. The Declarant may at any time assign in writing its powers of removal or appointment to any entity or person, subject to such terms and conditions as the Declarant may choose to impose. Nothing herein contained shall be deemed to limit the right of an Owner to finish or alter the interior of that Owner's improvements as that Owner deems appropriate or desirable, subject to provisions of other Articles of this Declaration. The concurrence of a majority of the members of the ARB shall be required for any decision of the ARB.

The conclusion and opinion of the ARB shall be binding. If in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that any proposed improvement, alteration, etc. is not consistent with the Planning Criteria of the Development Plan, such alteration or improvement shall not be made.

**Section 2. Approval or Disapproval.** Approval of the plans and specifications may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the reasonable dissatisfaction of the ARB with the location of the structure on the lot, the elevation, the color scheme, the finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the property, fences, enclosures, mail boxes, or because of

its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the ARB, will render the proposed item of improvement inharmonious or out of keeping with the general Development Plan or the Planning Criteria. Two (2) sets of plans, specifications and plot plans (collectively the "plans") shall be submitted to the ARB by the Owner prior to applying for a building permit. The Owner shall obtain a written receipt for the plans from an authorized agent of the ARB. Plans and re-submittals thereof shall be approved or disapproved within forty-five (45) days after receipt by the ARB. Failure of the ARB to respond in writing to a submittal or re-submittal of plans within such period shall be deemed to be an approval of the plans as submitted or resubmitted. The ARB approval or disapproval, as required by this Declaration, shall be in writing and shall accompany one (1) copy of the plans to be returned to the Owner. Whenever the ARB disapproves plans and specifications, the disapproval shall be accompanied by a written outline of the reason or reasons for such disapproval. The remaining copy shall become the property of the ARB.

Any home built by Spain Construction Co., Inc., shall be deemed to be approved by the ARB at the time of the issuance of the Certificate of Occupancy.

**Section 3. Violations; Waiver.** The work approved must be performed strictly in accordance with the plans as submitted and approved. If after such plans have been approved, the improvements are altered, erected, or maintained upon the property otherwise than as approved by the ARB, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the ARB having been obtained as required by this Declaration. After the expiration of one (1) year from the date of completion of any improvement, addition or alteration, said improvement shall, in favor of purchasers and encumbrances in good faith and for value be deemed to comply with all of the provisions hereof, unless a notice of such noncompliance executed by any member of the ARB shall appear of record in the office of the Clerk of the Circuit Court of Alachua County, Florida, or legal proceedings shall have been instituted to enforce compliance with these provisions. Upon approval of the ARB, it shall be conclusively presumed that the location and exterior configuration of any building, structure or other improvement placed or constructed in accordance with the approved plans does not violate the provisions of this Declaration. The approval of the ARB of any plans submitted for approval as herein specified shall not be deemed to be a waiver by the ARB of its rights to object to any of the features or elements embodied in such plans if or when the same features or elements are embodied in any subsequent plans submitted, nor shall its approval be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

In the event any work requiring ARB approval is undertaken or commenced on any Lot without such approval having been granted by the ARB or continued after receipt of written notice of noncompliance with approved plans, then and in that event, an assessment of \$100.00 per day for the work performed shall be levied against the Lot.

**Section 4. Variances.** The ARB may authorize variances from compliance from any of the architectural provisions of this Declaration or the Planning Criteria, including without limitation restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, existing or environmental considerations may require. Such variances must be evidenced in writing and must be signed by at least two (2) members of the ARB and shall be effective upon delivery to the Owner. If such variances are granted, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or the Planning Criteria for any purposes except as to the particular Lot and the particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Owner's Lot, including but not limited to zoning ordinances and setback requirements imposed by the appropriate governmental authority.

**Section 5. Waiver of Liability.** Neither the Declarant, the ARB, any member of the ARB, or the Association, or any of their representatives shall be liable in damages to anyone submitting plans for approval or to any Owner or occupant of the Properties by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any plans, or the failure to approve any plans. Every person who submits plans for approval agrees, by submission of such plan, and every Owner or occupant of any Lot agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damage. Approval of any building plans, specifications, site or landscape plans or elevations, or any other approvals or consents pursuant hereto or otherwise, is given solely to protect the aesthetics of the Properties; and shall not be deemed a warranty, representation or covenant that such buildings, improvements, landscaping or other action taken pursuant thereto or in reliance thereof comply with, or are not in violation of any applicable laws, codes, rules or regulations.

The Declarant, the ARB, the Association or any agent thereof, shall not be responsible in any way for any defects in any plan or specifications submitted, revised or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans and specifications.

This Article may not be amended without the Declarant's written approval as long as the Declarant owns any Lot.

**Section 6. Enforcement of Planning Criteria.** The Declarant or the Board of Directors shall have the standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARB. Should the Declarant or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, the Declarant and the Association shall have the right to enter upon the Owner's property, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner. The Declarant and the Association, or their agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Lot for any trespass or damages or injury to the property or person unless caused by gross negligence or intentional wrongdoing.

**Section 7. Term of Approval.** Approval by the ARB shall be effective for a period of one (1) year from the date the approval is given, or one (1) year from the expiration of the forty-five (45) day period specified in Section 2 hereof where approval is not expressly granted or denied. If construction has not commenced within the said one (1) year period, the approval shall have expired and no construction shall thereafter commence without written renewal of such prior approval.

## **ARTICLE VII**

### **EXTERIOR MAINTENANCE**

**Section 1. Association Maintenance Responsibility.** The Association shall maintain and keep in good repair the Common Property and all improvements thereon. Said maintenance obligation shall be deemed to include but not be limited to maintenance, repair and replacement, subject to the insurance and casualty loss provisions contained herein, of all utility lines, pipes, wires, glass, conduits, structures, systems, trees, fences, shrubs, grass, streets, driveways, parking spaces, walks, and other improvements situated upon the said Common Property. It shall also be the affirmative duty of the Association to maintain as a Common Expense all stormwater drainage and retention improvements and features located in the Properties and comprising part of the master stormwater drainage

plan for Willowcroft. All maintenance of each Lot in the Properties and all parts of any structure thereon, unless specifically identified as being the responsibility of the Association, shall be the responsibility of the Owner of such Lot.

**Section 2. Owner's Responsibility; Default.** It shall be the affirmative duty of each Owner at all times to keep and maintain the improvements and landscaping (except as provided in Section 1 above) in good and presentable condition and repair, consistent with the approved plans and specifications therefor. The Association shall have the right to provide exterior maintenance upon any Lot and improvements thereon in the Properties in the event of default by any Owner of that Owner's duties hereby imposed; subject, however, to the following provisions. Prior to performing any such maintenance on an Owner's property, the Board of Directors of the Association, or a committee appointed by the Board of Directors, shall determine that same is in need of repair or maintenance and is detracting from the overall appearance of the Properties. Except in the event of an emergency, prior to commencement of any maintenance work, the Board of Directors must furnish five (5) days' prior written notice to the Owner at the last address listed in the Association's records for said Owner, notifying the Owner that unless certain specified repairs or maintenance are commenced within said five (5) day period, and thereafter diligently pursued to completion, the Association may procure said repairs or maintenance and charge same to the Owner. Upon the failure of the Owner to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Association shall have the right to enter in or upon any Lot and the exterior of any improvements located thereon, or to hire personnel to do so, to make such necessary repairs, or maintenance as is specified in the written notice. In this connection, the Association shall have the right to do such things as, but not limited to, paint, repair, replace and care for roofs, gutters, downspouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, and removal of debris which in the opinion of the Association detracts from the overall beauty and setting of the Properties. The Declarant and the Association, or their agents or employees, shall not be liable to the Owner for any trespass or damages or injury to the property or person of the Owner or the occupants or invitees of the affected parcel or improvements thereon unless caused by gross negligence or intentional wrongdoing.

**Section 3. Assessment of Cost.** The cost of the repair or maintenance referred to in Section 2 above shall be assessed as an individual assessment against the Owner of the Lot or improvements upon which such maintenance is done. Said individual assessment shall be secured by a lien upon the affected Lot and improvements and shall also constitute a personal obligation of the Owner. The individual assessment shall be collectible along with interest at the highest rate allowed by law from date of expenditure to date of payment by the Owner, and costs of collection and attorneys' fees, in the same manner as delinquent annual assessments.

**Section 4. Access at Reasonable Hours.** For the purpose of performing the repairs or maintenance authorized by this Article, the Association, through its duly authorized agents, contractors or employees, shall have the right to enter upon any Lot and the exterior of any improvements thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board, entry may be made on any day and at any hour.

## **ARTICLE VIII**

### **RESTRICTIVE COVENANTS**

The Properties shall be subject to the following restrictions, reservations and conditions which shall be binding upon each and every Owner and its heirs, personal representatives, tenants, invitees, successors, and assigns, as follows:

**Section 1. Landscaping.** All landscaped and grassed areas on each Lot shall be watered by means of an automatic underground sprinkler system which shall be employed so as to keep all vegetation in excellent condition; however, the ARB may waive this requirement based upon changes in water usages and landscaping materials. Landscaping as approved by the ARB shall be installed prior to occupancy or completion of any residence (as evidenced by a certificate of occupancy or its equivalent), whichever occurs first.

Each Owner shall be required to enter into an annual contract with a professional landscape maintenance company approved by the Board of Directors. Such contract shall include at a minimum, the mowing, edging, trimming of shrubbery, weeding and removal of debris of mulched areas, raking of leaves, and blowing off of walks, drives and patios, to be done at intervals of not more than every two (2) weeks during December, January and February; every ten (10) days during October, November and March; and every week from April through September. Such contract shall provide for, in addition to the above, fertilization of all grass and shrubbery in accordance with best management practices and for the annual replenishment of mulch (the use of cypress mulch is prohibited) as required. Each Owner shall further be required to keep turf grass in good condition by timely treatment for infestations of insects, fungus and other maladies. An Owner may, however, apply for and be granted by the Board of Directors of the Association, an "Exception" allowing the Owner to perform lawn maintenance rather than entering into a contract with an approved landscape maintenance company upon satisfactory proof of the Owner's skills and abilities in such area. Said "Exception" must be re-applied for on an annual basis, and approval for said "Exception" may be withdrawn for any reason and at any time by the Board of Directors upon written notice to the Owner.

**Section 2. Obnoxious or Offensive Activity.** No obnoxious or offensive activity shall be allowed upon the Properties, nor shall any use or practice be allowed which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Properties, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot or any improvements thereon or of the Common Property, and all laws, zoning ordinances, and regulation of all governmental bodies having jurisdiction shall be observed.

The use, enjoyment and occupancy of the Properties shall be in such a manner so as not to cause or produce any of the following effects discernible outside of buildings located thereon or affect the adjoining property or any portion or portions thereof: noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness; smoke, dust, dirt or fly ash; unusual fire or explosive hazards; or vibration.

**Section 3. Rules and Regulations.** Rules and regulations promulgated by the Board of Directors of the Association as to the use and enjoyment of the Properties shall be observed by the Owners and occupants thereof. Such rules and regulations may involve such matters as air conditioning units, signs, mailboxes, noisy mufflers or other nuisances, garbage and trash disposal, parking, vehicle traffic and the state of repair of vehicles, tree removal, gutters, pets, game and play structures, television antennas, driveways, walkways, and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board of Directors to promulgate and enforce rules and regulations. Such rules and regulations may augment or clarify the terms of this Declaration or any provision, covenant or restriction herein contained.

**Section 4. Animals.** Birds, fish, dogs and cats may be kept as pets only, and shall not be held or offered for sale or maintained or bred for any commercial use. Pets shall be attended at all times, and shall be registered, licensed and inoculated as from time to time required by law. No other animals, fowl, reptiles or livestock shall be kept or maintained in the Properties. No animal, etc., shall be permitted to remain if it disturbs the tranquility of the Properties or the Owners or tenants thereof. Each owner shall be responsible for maintaining any area used by his/her pet, and no animals of any kind shall be raised, bred or kept on the Common Property. Animal excrement shall be disposed of in a sanitary manner by the Owner of such animal, which disposal shall not include



burying or concealment on the Common Property. The Association shall have the authority and the obligation to determine in its sole discretion, whether the number of animals, and the manner in which they are kept, on any Lot constitutes a nuisance; and any such nuisance shall be abated pursuant to the enforcement powers of the Association provided in this Declaration, after reasonable notice to the responsible Owner.

**Section 5. Garbage and Trash.** All garbage and trash collected at a Lot shall be contained in a standard type of container which conforms to rules established by the ARB. Trash and garbage containers shall not be permitted to remain on a Lot in public view except on days of trash collection and for a period not to exceed 24 hours. No incinerators shall be kept or maintained upon the Properties, except that the Association may cause trash receptacles to be placed on Common Property when it deems such to be in the best interests of the Owners. All outdoor trash containers shall have lids which can be secured against common animals. All such trash containers must be stored within an enclosure or concealed by means of a screening wall or material approved by the ARB.

**Section 6. Storage Receptacles.** No fuel tanks except for a single 20 pound propane cylinder associated with a barbecue grill, or any similar storage receptacles may be placed on any Lot at any time.

**Section 7. Vehicles and Repair.** No inoperative automobiles, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any Lot in the Properties, and no repairs or restoration of any such vehicle shall be permitted on the Properties except for emergency repairs thereto, and then only to the extent necessary to enable movement of such vehicle to a proper repair facility.

**Section 8. Garage Doors.** Each dwelling shall have a garage which can accommodate two automobiles. Additionally, no garage may be enclosed either partially or in full, to create living space or otherwise prohibit the garage from housing two automobiles at all time. Further, in order to create and maintain an aesthetically pleasing neighborhood, these restrictions prohibit garage doors from remaining open, other than for entry or exit from the premises, or accessing materials stored within the garage.

**Section 9. Parking.** No boat, personal watercraft, trailer, motorcycle, or recreational vehicle of any kind requiring licensure by the State of Florida, may be kept on any portion of any Lot or on any portion of the Common Property. Only conventional automobiles, sports utility vehicles, standard vans and pick-up trucks rated at 3/4 ton or less (collectively referred to as "automobiles"), may be operated or parked regularly by any Owner or guest within the Properties, and any vehicle unable to fit through a standard nine foot by seven foot garage door are specifically prohibited.

In order to create and maintain an aesthetically pleasing and more pedestrian-friendly neighborhood less dominated by automobiles, further restrictions on vehicles and parking are established as follows: Driveways on any Lot are for the purpose of conveying the Owner's automobiles from the street to inside the garage, and generally, not for parking. Parking of automobiles on the driveway for other than short periods of time is prohibited. Households owning more than the two automobiles to be kept in the garage shall park such automobiles on the street, and shall be limited to two such additional automobiles. Any automobile parked or operated within the Properties shall be maintained in clean and presentable condition. Guests staying longer than two days shall park on the street. No automobile bearing any signage (to include letters and unusual painting schemes such as "scenes, flames or designs") or drastically modified from the original factory design, may be regularly operated or parked within the Properties. The Board of Directors may establish general rules and regulations and change such from time to time as needed to insure, generally, that automobiles operated within the Properties are of a standard size, without signage, kept to a minimum number, kept clean and generally presentable, and are parked in garages or on the street.

This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as pick-up, delivery, and other commercial services. Additional rules and regulations regarding use, repair and storage of vehicles in the Properties may be promulgated from time to time by the Board of Directors.

**Section 10. Signs.** No signs, advertisements, billboards, solicitation or advertising structures of any kind shall be erected, modified or maintained on any Lot, unless prior written approval of the ARB is obtained; provided, however, reasonable street numbers and name signs on individual Residential Units, and one sign containing not more than four (4) square feet on surface area per side (2 sides maximum) and used solely in connection with the marketing of Lots for sale shall be permitted without prior approval. The restrictions of this section shall not apply to the Declarant.

**Section 11. Air-Conditioning Equipment.** No air conditioning equipment which is visible on the exterior of any improvement shall be permitted in the Properties unless approved by the ARB. Approval shall be based upon adequacy of screening and/or landscaping of such equipment. Window units, wall units and similar equipment combining the evaporator and condenser in one unit and attached to the building are prohibited.

**Section 12. Drainage Structures.** No person (other than the Declarant), without the prior written approval of the ARB, shall obstruct, alter or in any way modify the method and/or structures of drainage utilized or now or hereafter installed by the Declarant or the Association from, on and over any Lot or Residential Unit, or Common Property; nor shall any structure be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation.

**Section 13. Antennae.** No outside antenna, including without limitation any television, radio, microwave or dish antenna, shall be erected, used or maintained in the Properties without the prior written approval of the ARB. Said approval shall be granted only to the extent required by Federal Communications Commission regulations.

**Section 14. Completion of Construction.** After commencement of construction of any improvements in the Properties, the Owner shall diligently pursue completion thereof so that the improvements shall not remain in a partly finished condition any longer than reasonably and normally necessary for completion thereof. The Owner of the Lot on which improvements are being constructed shall at all times keep public and private streets and driveways contiguous to the Lot free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of the improvements.

**Section 15. Excavation.** No clearing or excavation shall be made except in connection with the construction, maintenance or repair of an improvement; and upon completion thereof exposed openings shall be backfilled, and disturbed ground shall be leveled, graded and seeded, as provided on the approved plans for landscaping.

**Section 16. Mailboxes.** No mailboxes, newspaper tubes, or non-uniform receptacles shall be permitted in the Properties unless and until approved by the ARB, and subject to such requirements as may be imposed by the ARB.

**Section 17. Fences.** No fences shall be erected without prior ARB approval. No chain link fences shall be permitted.

**Section 18. Gates.** The operation of the various pedestrian and driving gates at the entrances to Willowcroft shall be restricted as follows:

a. **South Driving Gates.** These entrance gates are electrically operated and shall generally be open each day from 6:00 A.M. to 8:00 P.M., with the times adjusted slightly to accommodate Daylight Savings Time and the difference between the summer and winter months. A change to have the gates closed during the daylight hours shall require an affirmative vote of 25 of the 33 Members (75%), and such vote may be taken only in the sixtieth month after the Association is turned over to the Owners, and each sixtieth month thereafter. However, if and when such an affirmative vote to close the gates during daylight hours has occurred, the Members may vote within any timeframe thereafter such vote to re-open the gates, which re-opening shall require an affirmative vote of 25 of the 33 Members (75%).

b. **South Pedestrian Gates.** These gates are manually operated and self-closing. If in the future electrically actuated locks are added, they shall be timed to remain unlocked during daylight hours. This provision is a requirement of the design and final plat approval for Willowcroft enacted by the City of Gainesville.

c. **North Driving Gate.** This gate is to remain closed at all times unless driving through. Only Willowcroft Owners shall have remote controls to operate the north driving gate. If the operating mechanism should fail, the gate is to be locked closed until repairs can be effected.

d. **North Pedestrian Gate.** This gate may be manually operated and self-closing or may be an opening only, without a gate. If in the future, electrically actuated locks are added to a gate, they shall be timed to remain unlocked during daylight hours. This provision is a requirement of the design and final plat approval for Willowcroft enacted by the City of Gainesville.

**Section 19. Rights of the Declarant.** The Declarant and/or its designee has the right to maintain upon a portion of the Properties sales, administrative, construction or other offices, signs and other promotional equipment and apparatus which shall not be subject to assessment.

## **ARTICLE IX**

### **PROHIBITION OF SUBDIVISION AND PARTITION**

**Section 1. Prohibition of Further Subdivision.** The space within any of the Lots and the Common Property shall not be further subdivided. All easements and other rights herein given to Owners of Lots including the right to be Members in the Association, are hereby declared to be appurtenant to such Lots and shall not be separately conveyed, encumbered or otherwise dealt with separately from the Lots. Any instrument, whether a deed, mortgage, or otherwise, which purports to transfer or convey a Lot, shall also transfer and convey all of the Owner's rights and easements hereunder, whether specifically mentioned or not. Once an Owner conveys title to his/her Lot to some other person he/she shall automatically lose his/her rights and easements hereunder, and the grantee of the Owner shall automatically become the new Owner subject to all rights, duties, and obligations hereof.

**Section 2. Waiver of Partition.** Each Owner, with the exception of Declarant, and each subsequent Owner of any interest in a Lot and in the Common Property, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the Common Property under the law of the State of Florida as it exists now or is hereafter amended until the cluster subdivision known as Willowcroft is terminated according to the provisions hereof or by law. Any Owner may freely convey an interest in a Lot subject to the provisions of this Declaration.

**ARTICLE X****AMENDMENT BY DECLARANT**

The Declarant, as long as Declarant owns any lands within the Properties, reserves and shall have the sole right to: (a) amend this Declaration for the purpose of curing any ambiguity or any inconsistency between the provisions contained herein; (b) include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any Lot which do not lower the standards of the covenants and restrictions herein contained; (c) release any Lot from any part of the covenants and restrictions contained herein which have been violated if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation; (d) amend this Declaration without vote or consent of the Owners in any manner which does not adversely affect the substantive rights of an existing Owner or mortgagee; and (e) amend this Declaration during the first two (2) years after same has been recorded to comply with the request of any mortgagee. The foregoing amendments may be made without the joinder or approval of any Owner, mortgagee, or the Association.

Any amendment to the covenants and restrictions which alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

**ARTICLE XI****ADDITIONAL COVENANTS AND RESTRICTIONS**

No Owner, without the prior written approval of the Declarant for as long as the Declarant owns any lands in the Properties, and thereafter without the prior written approval of the Board of Directors of the Association, may impose any additional covenants or restrictions on any part of the Properties.

**ARTICLE XII****AMENDMENT**

Except as to provisions relating to amendments set forth herein regarding certain specific items and the method of amending or altering same, any other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. The holders of at least two-thirds (2/3) of the votes in the Association, without regard to class, may change or amend any provision hereof: (1) by executing a written instrument in recordable form setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution of the Owners to be prepared, and having the same duly recorded in the Public Records of Alachua County, Florida. A proposed amendment may be initiated by the Declarant, the Association, or by petition signed by fifteen percent (15%) of the Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be two thirds (2/3) of the votes of the Owners, without regard to class. Owners not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, providing such approval or disapproval is delivered to a member of the Board of Directors at or prior to the meeting. The recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment or the certified copy of the duly adopted resolution among the Public Records of Alachua County. Notwithstanding anything contained herein to the contrary, no amendment shall be inconsistent with the requirements of any governmental

body having jurisdiction of the Property; and any amendment which alters any provision relating to the surface water or stormwater management system, beyond maintenance of its original condition, including the water management portions of the common areas, shall not be valid without the approval of the St. Johns River Water Management District.

### **ARTICLE XIII**

#### **DURATION AND TERMINATION**

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 Declarant, the Association and any Owner of any land 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 shall be automatically extended for successive periods of ten (10) years. This Declaration may be terminated at any time by recordation of an instrument signed by the then holders of eighty percent (80%) of the votes in the Association and all mortgagees agreeing to terminate said covenants and restrictions. Provided, however, that the Association's responsibility for maintenance of the property surveyed as Common Area & Drainage Easement Cluster Open Space on the plat of Willowcroft, as provided for in this Declaration and the Declaration of Covenants, Conditions and Restrictions for Beulah Land Drainage Association, Inc., shall not be terminated without the approval of the City of Gainesville.

### **ARTICLE XIV**

#### **ENFORCEMENT**

**Section 1. Remedies.** If any person or entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Declarant, any Owner or the Association to: (a) prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, or (b) maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction, for the purpose of preventing, or enjoining all or any such violations or attempted violations. The remedies contained in these provisions shall be construed as cumulative of all other remedies now or hereafter provided by law or this Declaration. Such enforcement may also be by official act of the St. Johns River Water Management District, in accordance with the permit issued by said agency at the time of platting Willowcroft. The failure of the Declarant, its successors or assigns, or the Association or an Owner, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

**Section 2. Severability.** The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

**Section 3. Notices.** Any notice required to be sent to any Owner or Member shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

**Section 4. Lessees to Comply with Declaration, Articles and Bylaws; Effect on Non-Compliance.** All tenants shall be subject to the terms and conditions of this Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were an Owner.

Each Owner agrees to cause his/her lessee, occupant, or persons living with such Owner or his/her lessee to comply with the Declaration, Bylaws, Articles and the rules and regulations promulgated thereunder, and is responsible and liable for all violations and losses caused by such tenants or occupants notwithstanding the fact that such occupants of the Lot are also fully liable for any violation of the documents and regulations.

In the event that a lessee, occupant, or person living with the lessee violates a provision of the Declaration, Bylaws, Articles or rules and regulations adopted pursuant thereto, the Board shall have the power to bring an action or suit against the lessee to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity.

**Section 5. Enforcement by St. Johns River Water Management District.** The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the covenants and restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

**Section 6. Additional Enforcement Provisions.**

**14.1 Compliance by Owners.** Each Owner and the Owner's tenants, guests and invitees, and each association, are governed by, and must comply with, applicable law and the governing documents of Willowcroft, and the rules of the Association.

**14.2 Procedure.** Any Owner who wishes to report a violation of these restrictions or of the rules and regulations shall do so in writing to the Board of Directors. The Board of Directors shall investigate the complaint, and if it is determined to be well founded, shall write a letter to the offending Owner or tenant, guest or invitee and such letter shall set forth the infraction and a time period within which such Owner shall comply with these restrictions and/or rules and regulations. In the event the Owner does not comply by the date set forth in the Board's letter, the Board may take any of the enforcement actions set forth herein.

**14.3 Suspension and Fines.** In addition to the means for enforcement provided in the Declaration, Bylaws, or rules of this Association, or by law, in the sole discretion of the Board of Directors of the Association, suspension of use rights to use Common Property and facilities as provided by law, and a levy of a fine or fines may be imposed upon an Owner for failure of an Owner, Owner's family, guests, occupants, licensees, invitees, tenants or employees, or both, to comply with any covenants, restriction, rule or regulation, provided the following procedure are followed:

a. **Notice.** A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person or entity sought to be fined or suspended, and 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 at which time the Owner shall present reasons why penalties should not be imposed.

b. **Hearing.** The non-compliance shall be presented at a hearing before a committee of at least three (3) Members appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, Director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The requirements

contained herein do not apply to the imposition of suspensions or fines upon any Member because of the failure of the Member to pay assessments or other charges when due as authorized by Article V of this Declaration. •

c. **Fines.** The Board of Directors may impose a fine in the nature of a special assessment against the Residential Unit owned by the Owner as follows:

- (1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).
- (2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).
- (3) Third and subsequent non-compliance or violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00) for each such occurrence.

d. **Payment of Fines.** Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.

e. **Collection of Fines.** Fines shall be treated as special assessment and a lien subject to the provisions for the collection of assessments and enforcement of liens as set forth in Article V herein.

f. **Application of Fines.** All monies received from fines shall be allocated to the reserve for replacement funds for the Association.

g. **Non-exclusive Remedy.** These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

## ARTICLE XVI

### MISCELLANEOUS

**Section 1. Number and Gender.** Reference to the singular shall include reference to the plural and to the plural shall include the singular, as indicated by the context of use. Reference to any gender shall include reference to all genders.

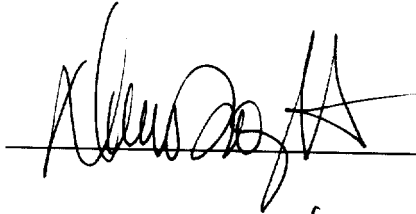
**Section 2. Severability.** The invalidation of any provision of provisions of this Declaration shall not affect or modify any one of the other provisions which shall remain in full force and effect unless otherwise provided herein.

**Section 3. Notices.** Any notice provided for herein shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person as shown on the records of the Association at the time of such mailing, unless otherwise provided herein.

**Section 4. Headings.** The paragraph headings are for reference purposes only and shall not in any way effect the meaning, content or interpretation of this Declaration.

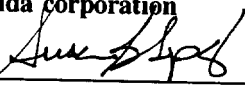
IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name and its seal to be affixed hereto as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

  
Susan B. Spain

DECLARANT:

ALBEMARLE DEVELOPMENT CORPORATION,  
a Florida corporation

By:  (SEAL)  
SUSAN B. SPAIN, President

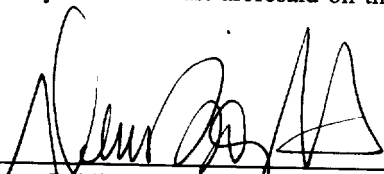
STATE OF FLORIDA  
COUNTY OF ALACHUA

I HEREBY CERTIFY that before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared **SUSAN B. SPAIN**, well known to me to be President of **ALBEMARLE DEVELOPMENT CORPORATION**, a Florida corporation, and she acknowledged executing the foregoing Declaration on behalf of said corporation and did not take an oath; and she appeared in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in her by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 6th day of August 1999.



Denise Lowry Hutson  
MY COMMISSION # CC763316 EXPIRES  
November 6, 2002  
BONDED THRU TROY FAIN INSURANCE, INC.

  
Notary Public State of Florida  
My Commission Expires:



JOINDER OF MORTGAGEE

COMPASS BANK. the holder of that certain mortgage recorded for record in O.R. Book 2240, Page 1401 of the Public Records of Alachua County, Florida, does hereby consent to and join in the execution of the Declaration of Covenants, Conditions and Restrictions for Beulah Land Drainage Association.

DATED this 30<sup>th</sup> day of June, 1999.

COMPASS BANK

BY: *Danny Gilliland*  
Its: VICE PRESIDENT

STATE OF FLORIDA  
COUNTY OF ALACHUA

BEFORE ME personally appeared DANNY GILLILAND  
the VICE PRESIDENT of  
COMPASS BANK, personally known to me and having taken an oath, did  
execute the foregoing Joinder for the purposes therein stated on  
behalf of Compass Bank, this 30<sup>th</sup> day of  
JUNE, 1999.

*Melissa Jay Murphy*  
Notary Public, State of Florida



MELISSA JAY MURPHY  
MY COMMISSION # CC 504767  
EXPIRES Nov. 20, 1999

## EXHIBIT A

## Legal Description Lot A (Willowcroft Cluster Subdivision)

A portion of the Northeast  $\frac{1}{4}$  of Section 35, Township 9 South, Range 19 East, City of Gainesville, Alachua County, Florida and a portion of Lot 1 of "Beulah Land Acres" as per plat thereof recorded in Plat Book "J", page 82 of the public records of Alachua County, Florida, being more particularly described as follows:

Commence at a  $\frac{3}{4}$ " iron pipe found at the Southwest corner of Lot 33 of "Greenbriar", a subdivision as per plat thereof recorded in Plat Book 'G', page 35 of said public records, also known as the Northeast corner of Lot 1 of "Beulah Land Acres", a subdivision as per plat thereof recorded in Plat Book 'J', page 82 of said public records and run thence South  $26^{\circ}54'39''$  West, 40.05 feet to a  $\frac{3}{4}$ " iron pipe found at the Southermost corner of Lot 32 of said "Greenbriar" and the POINT OF BEGINNING; thence North  $63^{\circ}13'11''$  West, along the South boundary of said "Greenbriar", 183.40 feet to a  $\frac{3}{4}$ " iron pipe; thence South  $26^{\circ}50'21''$  West, 43.94 feet to a  $\frac{3}{4}$ " iron pipe found at the Southeast corner of Lot 31 of said "Greenbriar"; thence North  $89^{\circ}10'56''$  West, 749.71 feet to a concrete monument identified as (PCP RLS 940) found at the Southwest corner of "Greenbriar First Addition", a subdivision as per plat thereof recorded in Plat Book 'I', page 59 of said public records, and the Northwest corner of Lot 1 of said "Beulah Land Acres"; thence South  $00^{\circ}15'15''$  West, 167.27 feet to a concrete monument identified as (PLS 509) found at the Northwest corner of Lot 2 of said "Beulah Land Acres"; thence South  $89^{\circ}12'19''$  East, 220.92 feet to a concrete monument identified as (PLS 509) found at the Northeast corner of said Lot 2; thence South  $00^{\circ}08'01''$  West, 78.49 feet to a  $\frac{5}{8}$ " rebar and cap identified as (PLS 2228) found at the Northwest corner of that certain parcel of land described in Official Records Book 1549, page 459 et seq. of said public records; thence South  $89^{\circ}02'47''$  East, 110.17 feet to a  $\frac{5}{8}$ " rebar and cap found at the Northeast corner of said parcel (O.R. 1549, pg. 459); thence South  $00^{\circ}18'19''$  West, 428.45 feet to a  $\frac{5}{8}$ " rebar and cap identified as (PLS 2228) marking the Southeast corner of said parcel (O.R. 1549, pg. 459) at the North right of way line of N.W. 16<sup>th</sup> Boulevard (100' R/W); thence South  $61^{\circ}51'33''$  East, along said right of way line, 393.68 feet to a concrete monument (damaged) found at the Southeast corner of Lot 1 of said "Beulah Land Acres" and the Southwest corner of that certain parcel of land as recorded in Official Records Book 971, page 411 of said public records; thence North  $00^{\circ}24'48''$  East, 220.03 feet to a concrete monument identified as (PLS 509) found at the Northwest corner of said parcel (O.R. 971, pg. 411); thence South  $89^{\circ}33'43''$  East, 100.00 feet to the Southwest corner of that certain parcel of land as described in Official Records Book 1169, page 592 of said public records; thence continue South  $89^{\circ}33'43''$  East, along the South boundary of said certain parcel (O.R. 1169, pg. 592) a distance of 151.26 feet, to the Southwest corner of that certain parcel of land as described in Official Records Book 1187, page 847 of said public records; thence North  $00^{\circ}25'23''$  East, parallel with the West right of way line of N.W. 34<sup>th</sup> Street, 125.00 feet to the Northwest corner of said parcel (O.R. 1187, pg. 847); thence North  $00^{\circ}32'44''$  East, 467.56 feet to the POINT OF BEGINNING.

Containing 11.27 acres, more or less.

1999 JUN 25 PM 2:41

**ARTICLES OF INCORPORATION  
OF  
WILLOWCROFT OWNERS ASSOCIATION, INC.  
a Florida Non-Profit Corporation**

JUNE 25, 1999  
TALLAHASSEE, FLORIDA

By these Articles of Incorporation, the undersigned forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions ("these Articles");

**ARTICLE I**

**NAME**

The name of the corporation shall be **WILLOWCROFT OWNERS ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association."

**ARTICLE II**

**EXISTENCE AND DURATION**

The corporation shall exist perpetually unless and until dissolved according to law. Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State.

**ARTICLE III**

**DEFINITIONS**

The following words shall have the definitions set forth below for purposes of these Articles:

a. "Association" shall mean and refer to **WILLOWCROFT OWNERS ASSOCIATION, INC.**, a Florida corporation not for profit, or its successors and assigns.

b. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association and meeting the costs incurred or to be incurred relative to the performance of the duties of the Association, including without limitation, the costs incurred for operation, maintenance and improvement of any Common Property or on that portion of an Owner's Lot not occupied by the Owner's dwelling if such operations, maintenance or repair is deemed to be in the best interest of the Association in the sole opinion of the Board of Directors, and including any reserves established by the Association, and fees paid to the Beulah Land Drainage Association, Inc., all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to this Declaration, the Bylaws, and the Articles of Incorporation of the Association.

c. "Common Property" shall mean and refer to all real property and any improvements located thereon, and all personal property, from time to time intended to be devoted to the use and enjoyment of all Members of the Association and maintained by the Association at Common Expense. "Common Property" includes, without limitation, all lands within the Plat of Willowcroft except the thirty-three (33) individual residential lots, but including easements shown on the plat over individual Lots.

d. **"Cluster Open Space"** shall mean and refer to the Common Property located within the Properties as shown on the Plat of Willowcroft as Cluster Open Space.

e. **"Declarant"** shall mean and refer to Albemarle Development Corporation, a Florida corporation, and its successors and assigns. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

f. **"Lot"** shall mean and refer to Lots One (1) through Thirty-three (33) of Willowcroft, a Cluster Subdivision, as per Plat thereof of Willowcroft, recorded or to be recorded in the public records of Alachua County, Florida.

g. **"Member"** shall mean and refer to each Owner who is a Member of the Association as provided in the Declaration.

h. **"Owner"** shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Lot included in the Properties (other than the Association); but, notwithstanding any applicable theory of law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each Lot owned by it, irrespective of whether such ownership is joint, in common, or tenancy by the entirety. In the event any life estate is created with respect to any Lot in the Properties, the Owner of the life estate shall be deemed to be the Owner for purposes of this definition for so long as the life estate shall exist.

i. **"The Properties"** shall mean and refer to the lands described in Exhibit "A" attached to the Declaration.

j. **"Residential Unit"** shall mean and refer to the residential structure which is constructed on a Lot and is to be occupied as a single family residence or household.

k. **"Surface Water or Stormwater Management System"** (the System) shall mean and refer to a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to chapters 40C-4, 40C-40, or 40C-42, Fla. Admin. Code.

## ARTICLE IV

### PRINCIPAL OFFICE

The principal office of the Association is located at 2321 N.W. 41st Street, Suite A-2, Gainesville, Florida 32606.

## ARTICLE V

### REGISTERED OFFICE AND AGENT

THOMAS C. SPAIN, whose address is 2321 N.W. 41st Street, Suite A-2, Gainesville, Florida 32606, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

## ARTICLE VI

### PURPOSE AND POWERS OF THE ASSOCIATION

The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the Properties and to promote the recreation, health, safety and welfare of the Owners. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Declaration of Covenants, Conditions and Restrictions for Willowcroft. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Properties or Common Property within its jurisdiction. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferable, in whole or in part, to any developer, management agent, governmental unit, public body, or similar entity. Any instrument effecting such a transfer shall specify the duration thereof and the means of revocation.

The Association shall assist in the enforcement of the provisions contained in the Declaration of Covenants, Conditions and Restrictions for Beulah Land Drainage Association, Inc., and all subsequent amendments thereto, which association operates, maintains and manages the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit requirements and applicable District rules, and in accordance with the provisions of the Declaration and the Declaration of Covenants, Conditions and Restrictions for Beulah Land Drainage Association, Inc., and all subsequent amendments thereto, which relate to the surface water or stormwater management system(s).

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system which is operated, maintained and managed in accordance with the Declaration and with the Declaration of Covenants, Conditions and Restrictions for Beulah Land Drainage Association, Inc., and all subsequent amendments thereto.

## ARTICLE VII

### MEMBERSHIP

Each Owner, including the Declarant, shall be a Member of the Association. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall

not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

## **ARTICLE VIII**

### **VOTING RIGHTS**

**8.1 Voting Rights.** The Association shall have two (2) classes of voting membership:

8.1.1 **Class "A".** Class "A" Members shall be all Owners of Residential Units, with the exception of the Declarant. Class "A" Members shall be entitled on all issues to one (1) vote for each Lot in which they hold the interest required for membership.

8.1.2 **Class "B".** Class "B" Members shall be the Declarant and any successor of the Declarant who takes title to and to whom Declarant assigns in writing one or more of the Class "B" votes. Upon the execution of this Declaration, the Class "B" Members shall be entitled to three (3) votes for each Lot owned by a Class "B" Member. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

- (i) When the total outstanding Class "A" votes in the Association equal or exceed the total outstanding Class "B" votes; or
- (ii) On December 31, 2005; or
- (iii) When, in its discretion, the Declarant so determines.

From and after the happening of any one of these events, the Declarant shall call a meeting as provided in the Bylaws for special meetings to advise the Association membership of the termination of Class "B" status, or may notify each Member in writing of the termination of Class "B" status.

The Class "B" Members shall cast on all issues their votes as they among themselves determine. It shall be permitted for the Declarant to retain and to cast all Class "B" votes.

**8.2. The Declarant Veto Power.** From and after the termination of the Class "B" membership the Declarant shall have a veto power over all actions of the Association and the Board of Directors of the Association. This power shall expire when the Class "A", other than those held by the Declarant, equals ninety percent (90%) of the total membership vote (regardless of class distinction) of the Association.

No action authorized by the Association or the Board of Directors shall become effective, nor shall any action, policy or program be implemented, until and unless:

- a. The Declarant shall have been given written notice of each meeting of the Members and of the Board of Directors by certified mail, return receipt requested or by personal delivery, at the address it has registered from time to time with the Secretary of the Association, which notice otherwise complies with the terms of the Bylaws as to regular and special meetings of the Members and Board of Directors, and which notice shall set forth with reasonable particularity the agenda to be followed at said meeting; and

b. The Declarant shall have been given the opportunity at each such meeting, if Declarant so desires, to join in, or to have its representatives or agents join in, discussion of any prospective action, policy, or program to be implemented by the Board or the Association. The Declarant and its representatives or agents may make its concerns and suggestions known to the Members of the Association or of the Board. At such meeting the Declarant shall have, and is hereby granted, a veto power over any such action, policy or program authorized by the Board of Directors, the Association officers, or Association membership, and to be taken by said Board, the officers or agents of the Association, or any individual Member of the Association (if Association or Board approval is necessary for said Member's action). Except as set forth in subsection (c) below, the Declarant veto must be exercised by the Declarant, its representatives, or agents at or before the meeting to consider proposed action. The veto power shall not include the authority to require any affirmative action on behalf of the Board or the Association; and

c. If any action, policy or program is to be implemented by prior consent without the formality of a meeting, then the Declarant shall be provided a written notice and description of the proposed action, policy or program at least ten (10) days in advance of such implementation, and the Declarant shall have ten (10) days after receipt of such notice to exercise its veto.

8.3. **Multiple Owners.** Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Lot, it shall thereafter be conclusively presumed for all purposes that he/she was, or they were, acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

## ARTICLE IX

### **BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of not less than three (3), nor more than five (5) directors who need not be Members. The initial Board shall be comprised of three (3) directors. Anything in these Articles to the contrary notwithstanding, until such time as the Declarant has conveyed to purchasers not affiliated with the Declarant all lands within the Properties, or at such earlier date as may be selected by the Declarant, the Declarant shall be entitled to designate the Board of Directors of the Association. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors pursuant to these Articles are:

<u>Name</u>	<u>Address</u>
Thomas C. Spain	2321 N.W. 41st Street, A-2 Gainesville, Florida 32606
Susan C. Spain	2321 N.W. 41st Street, A-2 Gainesville, Florida 32606
J. Alvin Huggins	2321 N.W. 41st Street, A-2 Gainesville, Florida 32606

Once the Declarant relinquishes its right to appoint the Board of Directors, the Members shall elect the directors for staggered terms of three (3) years each. To create the staggered terms, one post shall become vacant in one (1) year and a successor director shall be elected. The second post shall be deemed vacant at the end of the second year, and a successor director shall be elected. The third post shall be deemed vacant at the end of the third year, and a successor director shall be elected. All successor directors shall serve for terms of three (3) years each. In the event that the number of people comprising the Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year.

## ARTICLE X

### OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at the first meeting, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Thomas C. Spain	2321 N.W. 41st St., A-2 Gainesville, FL 32606
Vice President	Susan B. Spain	2321 N.W. 41st St., A-2 Gainesville, FL 32606
Sec/Treasurer	J. Alvin Huggins	2321 N.W. 41st St., A-2 Gainesville, FL 32606

## ARTICLE XI

### INDEMNIFICATION

11.1 Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he/she may be a party or in which he/she may become involved by reason of being or having been a director or officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he/she is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.



11.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he/she is not to be indemnified by the Association as authorized by these Articles of Incorporation.

11.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another association, against any liability asserted against him and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the Association would have the power to indemnify him/her against such liability under the provisions of these Articles.

## ARTICLE XII

### BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

## ARTICLE XIII

### AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

14.1 **Resolution.** The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

14.2 **Notice.** Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

14.3 **Vote.** At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of Members of each class entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all Members entitled to vote thereon. No amendment requiring FHA or VA approval shall become effective until such approval is obtained.

14.4 **Multiple Amendments.** Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

14.5 **Agreement.** If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 14.1 through 14.3 had been satisfied.

**14.6 Action Without Directors.** The Members may amend these Articles without an act of the Directors at a meeting for which notice of the changes to be made is given.

**14.7 Limitations.** No amendment shall make any changes in the qualifications for Members nor the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with the Declaration. No amendment shall be inconsistent with the requirements of any governmental body having jurisdiction, and any amendments which directly or indirectly impact operation and maintenance of the surface water management system shall require the approval of the St. Johns River Water Management District. As long as the Declarant shall own any lands within the Properties, no Declarant-related amendment shall be made to the Declaration, or to the Articles or Bylaws of the Association unless such amendment is first approved in writing by the Declarant. Any amendment shall be deemed to be Declarant related if it does any of the following:

- a. Directly or indirectly by its provisions or in practical application relates to the Declarant in a manner different from the manner in which it relates to other Owners;
- b. Modifies the definitions provided for by Article I of the Declaration in a manner which alters the Declarant's rights or status;
- c. Modifies or repeals any provision of Article II of the Declaration;
- d. Alters the character and rights or membership as provided for by Article III of the Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association;
- e. Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, with respect to zoning, streets, roads, sidewalks, drives, easements or facilities;
- f. Denies the right of the Declarant to convey Common Property to the Association;
- g. Modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant;
- h. Alters or repeals any of the Declarant's rights or any provision applicable to the Declarant's right as provided for by any such provision of the Declaration.

**14.8 Filing.** A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the public records of Alachua County, Florida.

**14.9 Water Management District Requirements.** Amendments to these Articles or Bylaws which directly or indirectly impact operation and maintenance of the surfacewater management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned or controlled by the Association, Owners or the Owners in common, may be made only after approval by the St. Johns River Water Management District and/or local government jurisdiction. Such approval shall be in the form of a modification to any and all permits issued by the St. Johns River Water Management District under the lawfully adopted rules of the St. Johns River Water Management District in effect at the time of application for such modification. Amendments to the Articles or the Bylaws which do not impact operation or maintenance of the system may be made without authorization of the St. Johns River Water Management District; however, copies of any such amendments shall be forwarded to the District within thirty (30) days of approval.

## ARTICLE XIV

### NAMES AND ADDRESSES OF INCORPORATOR

The name and address of the Incorporator to these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
Thomas C. Spain	2321 N.W. 41st St., A-2 Gainesville, FL 32606

## ARTICLE XV

### NON-STOCK CORPORATION

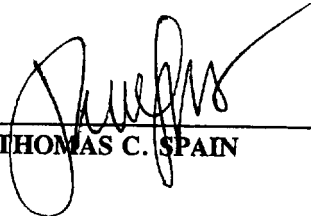
The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

## ARTICLE XVI

### TERMINATION, DISSOLUTION OR LIQUIDATION OF ASSOCIATION

The Association may be dissolved with the assent given in writing and signed by not less than both Members. Prior to termination, dissolution or liquidation of the Association, all property, interest in property, whether real, personal, or mixed, which is directly or indirectly related to the surfacewater management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned or controlled by the Association or the Owners in common, will be dedicated to and accepted for maintenance by the appropriate unit of government or otherwise transferred to and accepted for maintenance by an approved entity which would comply with section 40C-42.027, Florida Administrative Code. Dedication or approval must be authorized and approved by the St. Johns River Water Management District through modification of any and all permits or authorizations issued by the St. Johns River Water Management District prior to such termination, dissolution or liquidation. Such modification shall be made under the lawfully adopted rules of the St. Johns River Water Management District in effect at the time of application for such modification. Any such termination, dissolution or liquidation is contingent upon the successor in ownership being able to satisfy any requirements of the St. Johns River Water Management District so as to not affect any existing permits.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the Incorporator of this Association, have executed these Articles of Incorporation this 24th day of June, 1999.

  
\_\_\_\_\_  
THOMAS C. SPAIN

ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared THOMAS C. SPAIN, to me well known to be the subscriber described in the foregoing Articles of Incorporation, and they acknowledged the execution of the said Articles of Incorporation for the purposes therein expressed, and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid on this 24th day of June, 1999.

  
\_\_\_\_\_  
Notary Public State of Florida  
My Commission Expires:

(Seal)



**CERTIFICATE OF DESIGNATION**  
**OF REGISTERED AGENT/REGISTERED OFFICE**

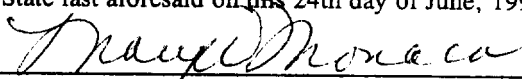
Having been named to accept service of process for the above stated corporation, at place designated in these Articles of Incorporation, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

  
\_\_\_\_\_  
**THOMAS C. SPAIN, Registered Agent**

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 24th day of June, 1999 by SUSAN B. SPAIN, who is personally known to me and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid on this 24th day of June, 1999.

  
\_\_\_\_\_  
Notary Public State of Florida  
My Commission Expires:

(Seal)



**BYLAWS**  
**of**  
**WILLOWCROFT OWNERS ASSOCIATION, INC.,**  
**a Florida Nonprofit Corporation**

1. **IDENTITY.** These are the Bylaws of Willowcroft Owners Association, Inc., a corporation not-for-profit organized pursuant to Chapter 617, Florida Statutes, hereinafter referred to as the Association.

1.1 **Office.** The office of the corporation shall be located at 2321 N.W. 41st Street, Suite A-2, Gainesville, Florida 32606, or at such other place as may be designated from time to time by the Board of Directors.

1.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

1.3 **Seal.** The seal of the Association shall bear the abbreviated name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.

2. **DEFINITIONS.** When used in these Bylaws, the terms defined in Article III of the Articles of Incorporation of Willowcroft Owners Association, Inc., hereinafter referred to as the Articles, shall have the same meanings as in the Articles.

3. **MEMBERS.**

3.1 **Qualification.** The Members of the Association shall consist of every Owner, including the Declarant, and in the case of multiple Owners, every group of record Owners of Lots or Residential Units in the Property. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot or Residential Unit. Multiple Owners shall be subject to the provisions of the Declaration relative to "Multiple Owners".

3.2 **Change of Membership.** Change of membership in the Association shall be established by recording in the Public Records of Alachua County, Florida, a deed or other instrument establishing record title to a Lot or Residential Unit under the jurisdiction of the Association. The Owner designated as grantee by such instrument thus becomes a Member of the Association and the membership of the prior Owner is terminated. The new Owner shall notify the Association of such property transfer and furnish the Association a copy of the recorded deed, the new Owner's address, and the Owner's local agent, if any, in the event the Owner is located outside the State of Florida. Any notice requirements set out in these Bylaws and in the Articles shall be deemed to be complied with if notice to an Owner is directed to the address of said Owner as then reflected in the Association's records.

3.3 **Voting Rights.** Voting rights of each Member of the Association shall be as set forth in the Declaration and the Articles, and the manner of exercising such voting rights shall be as set forth in these Bylaws.

**3.4 Designation of Voting Representative.** If a Lot or Residential Unit is owned by one person or entity, its rights to vote shall be established by the record title to the Lot or Residential Unit. If a Lot or Residential Unit is owned by more than one person or entity, the person entitled to cast the votes for the Lot or Residential Unit shall be designated by a certificate signed by all of the record Owners of the Lot or Residential Unit and filed with the Secretary of the Association. If a Lot or Residential Unit is owned by a general or limited partnership, the person entitled to cast the votes for the Lot or Residential Unit shall be designated by a certificate of appointment signed by one of the general partners and filed with the Secretary of the Association. If a Lot or Residential Unit is owned by a corporation, the person entitled to cast the votes for the Lot or Residential Unit shall be designated by a certificate of appointment signed by the President or Vice President of the corporation and filed with the Secretary of the Association. If a Lot or Residential Unit is owned in trust, the person entitled to vote for the Lot or Residential Unit shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot or Residential Unit concerned. A certificate designating the person entitled to cast the votes of a Lot or Residential Unit may be revoked in writing by any Owner thereof provided, however, that no Lot or Residential Unit shall vote in excess of the voting rights allocated to that Lot or Residential Unit pursuant to the Declaration.

**3.5 Approval or Disapproval of Matters,** Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the votes of such Owner if at an Association meeting, unless the joinder of record Owners is specifically required by the Declaration, the Articles or these Bylaws.

**3.6 Restraint Upon Assignment of Shares in Assets.** The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to that Owner's Lot or Residential Unit.

#### **4. MEMBERS' MEETINGS.**

**4.1 Annual Members' Meetings.** The annual Members' meeting shall be held at the office of the Association during the month of January of each year at a date and place to be designated by the Board of Directors, for the purpose of appointing directors and of transacting any other business authorized to be transacted by the Members.

**4.2 Special Members' Meetings.** Special meeting of the Members may be called at any time by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership or by the Declarant as long as the Declarant is a Class B Member. Unless otherwise set forth in the notice of special meeting, all special meetings shall be held in Alachua County, Florida.

**4.3 Notice of Members' Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes of the meeting.

**4.4 Quorum.** A quorum at Members' meetings shall consist of thirty percent (30%) of all votes in the Association, whether represented in person or by proxy. If a quorum is present, the affirmative vote of a majority of votes represented at a meeting and entitled to vote on the subject matter shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, these Bylaws or the Articles. When a specified item of business is required to be voted upon by a particular class of

Members, thirty percent (30%) of the votes of such class of Members shall constitute a quorum for the transaction of such item of business by that class. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

**4.5 Proxies.** Every Member entitled to vote at a meeting of Members or to express consent or dissent without a meeting, or a Member's duly authorized attorney-in-fact, may authorize another person or persons to act for the Member by proxy. Every proxy must be signed by the Member or the Member's attorney-in-fact, and must state the date, time, and place of the meeting for which it was given. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. Every proxy shall be revocable at any time at the pleasure of the person executing it and shall expire upon the transfer of title to the Unit giving rise to the voting rights to which the proxy pertains. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Association officer responsible for maintaining the list of Members.

**4.6 Adjourned Meetings.** When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given in compliance with these Bylaws to each Member on the new record date entitled to vote at such meeting.

**4.7 Order of Business.** The order of business at annual Members' meetings, and as far as practical at all other Members' meetings, shall be:

- a. Call to order.
- b. Election of chairperson of the meeting.
- c. Calling of the roll and certifying of proxies.
- d. Proof of notice of meeting or waiver of notice.
- e. Reading and disposal of any unapproved minutes.
- f. Reports of officers.
- g. Reports of committees.
- h. Appointment of directors.
- i. Appointment of Nominating Committee.
- j. Unfinished business.
- k. New business.
- l. Adjournment.

**4.8 Minutes of Meetings.** The Association shall maintain minutes of each meeting of the membership and of the Board of Directors in a businesslike manner. The minutes shall be kept in a book available for inspection by Members or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.



## 5. BOARD OF DIRECTORS.

**5.1 Number.** The affairs of the Association shall be managed by a Board of not less than three (3) nor more than five (5) directors. The initial board shall be comprised of three (3) directors. The number of directors may be increased from time to time by amendment to the Articles. In the event that the number of directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year. Anything in these Bylaws to the contrary notwithstanding, until such time as Declaration has conveyed to purchasers all lands subject to the Declaration, or at such earlier date as may be selected by the Declarant, the Declarant shall be entitled to designate the Board of Directors of the Association.

**5.2 Term of Office.** The term of office shall be as set forth in the Articles of Incorporation. Each director shall hold office for the term for which he/she is elected and until his/her successor shall have been elected and qualified or until his/her earlier resignation, removal from office or death.

**5.3 Removal.** Except for the Declarant-appointed directors who may only be removed by the Declarant, any director may be removed from the Board, with or without cause, by a majority vote of the Members of each class. In the event of the death, resignation or removal of a director, the successor shall be selected by the remaining directors and shall serve for the unexpired term of the director's predecessor, except in the case of a Declarant-appointed director, in which case the Declarant shall appoint the successor.

**5.4 Directors' Fees.** Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

**5.5 Election.** Except for Declarant-appointed directors, election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Members or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles. The names receiving the largest number of votes (without regard to class) for each vacancy shall be elected.

**5.6 Nominations.** Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the standing committees of the Association. Nominations may also be made from the floor at the annual meeting.

**5.7 Nominating Committee.** The Nominating Committee shall consist of a chairperson, who shall be a director, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting.

**5.8 Duties of Nominating Committee.** The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or officers, directors, representatives or employees of the Declarant or a corporate Member of the Association, as the Committee in its discretion shall determine. Separate nominations shall be made for each vacancy to be filled. Nominations shall be placed on a written ballot as provided in Section 5.9 and shall be made in advance of the time fixed in Section 5.9 and for the mailing of such ballots to Members.

**5.9 Ballots.** All elections to the Board of Directors of the Association shall be made on written ballot which shall: (a) describe the vacancies to be filled; (b) set forth the names of those nominated by the Nominating Committee for each such vacancy; and (c) contain a space for a write-in vote by the Members for each vacancy. Such ballots shall be prepared and mailed by the Secretary to the Members at least fourteen (14) days in advance of the date set forth therein for a return, which shall be a date not later than the day before the meeting at which the vote is to be taken.

**5.10 Number of Ballots.** Each Member shall receive as many ballots as it has votes. Notwithstanding that a Member may be entitled to several votes, it shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as follows. Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one ballot, and the Members shall be advised that, because of the verification procedures in Section 5.10, the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return. Such "Ballot" envelope, or envelopes, (if the Member or the Member's proxy is exercising more than one vote) shall be placed in another sealed envelope which shall bear on its face the name and signature of the Member or the Member's proxy, the number of ballots being returned, and such other information as the Association Board of Directors may determine will serve to establish the Member's right to cast the vote or votes presented in the "Ballot" or "Ballots" contained therein. The ballots shall be returned to the Secretary at the address of the association.

## **6. MEETINGS OF DIRECTORS**

**6.1 Regular Meetings.** Regular meetings of the Board of Directors shall be held at least quarterly (or more frequently if determined by the Board) at such place and hour as may be fixed from time to time by resolution of the Board. If the day for such regular meeting is a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday. Notice of such regular meeting is hereby dispensed with. Regular meetings of the Board of Directors shall be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

Notices of all Board meetings shall be posted in a conspicuous place on the Property at least 48 hours in advance of a meeting, except in an emergency, or shall be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notwithstanding the above-mentioned general notice requirements, the Board may provide for a reasonable alternative to posting or mailing of notice for each Board meeting, including publication of notice or provision of a schedule of Board meetings.

An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

This section shall also apply to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of Association funds, and to any body vested with the power to approve or disapprove architectural decisions with respect to a specific Unit owned by a Member in the community.

**6.2 Special Meetings.** Special meetings of the Directors may be called by the Chairperson of the Board, by the President of the Association, or by any two (2) directors. No less than two (2) days' notice of the special meeting shall be given to each director personally or by first class mail, telegram, or cablegram, which notice shall state the time, place and purpose of the meeting. Except in the case of any emergency, notice of such meetings shall be posted conspicuously on the Property forty-eight (48) hours in advance for the attention of Members, and the Board of Directors may designate the place or places for posting such notice on the Property. All special meetings of the Board shall be open to the Members.

**6.3 Waiver of Notice of a Meeting.** The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the Association's records and made a part of the minutes of the meeting. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

**6.4 Defects in Notice, etc. Waived by Attendance.** Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all person participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in persons at a meeting.

**6.5 Quorum.** A quorum at directors' meetings shall consist of a majority of all votes of the entire Board of Directors. The acts approved by a majority of those votes represented at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of directors is required by the Declaration, the Articles, or these Bylaws.

**6.6 Adjourned Meetings.** A majority of the directors present whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.

**6.7 Action by Directors Without a Meeting.** Any action required to be taken at a meeting of the Board of Directors or a committee thereof, may be taken without a meeting if a consent in writing setting forth the action so to be taken signed by all of the Directors or all of the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote.

**6.8 Presiding Officer.** The presiding officer of directors' meetings shall be the president. In the absence of the President, the Vice President shall preside, and in the absence of both, the directors present shall designate one of their number to preside.

**6.9 Powers and Duties of the Board of Directors.** All of the powers and duties of the Association existing under Chapter 617, Florida Statutes, common law, the Declaration, the Articles and these Bylaws, shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required.

**6.10 Declarant-Appointed Directors.** Anything to the contrary contained herein notwithstanding, any director who is appointed by the Declarant may be removed by the Declarant at any time. Upon such removal, the Declarant shall immediately appoint a replacement director and notify the remaining directors, if any, of such removal and appointment.

## **7. OFFICERS.**

**7.1 Officers and Election.** The executive officers of the Association shall be a president, who shall be elected from the Board of Directors, a vice president, who also shall be elected from the Board of Directors, a treasurer and a secretary, all of whom shall be elected annually by the Board of Directors and who may

be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices, except the president shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association.

**7.2 President.** The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties which are usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the Members from time to time as the president may, in the president's discretion, determine appropriate to assist in the conduct of the affairs of the Association. The President shall serve as Chairperson of all Board and Members' meetings.

**7.3 Vice President.** The Vice President shall, in the absence or disability of the president, 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 Directors.

**7.4 Secretary.** The Secretary shall keep the minutes of all proceedings of the directors and the Members. The Secretary shall attend to the giving and serving of all notices to the Members and directors, and other notices required by law. The Secretary shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

**7.5 Treasurer.** The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. The Treasurer shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and the Treasurer shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

**7.6 Compensation.** The compensations, if any, of the officers or employees of the Association shall be fixed by the Board of Directors.

**8. BOOKS AND RECORDS.** The books, official records and papers of the Association shall be open to inspection and available for photocopying by Member or other authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. The Declaration, the Articles and the Bylaws shall be available for inspection by any Member at the Association's principal office, where copies may be purchased at reasonable cost.

**9. FISCAL MANAGEMENT.** The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions.

**9.1 Accounts.** The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by their amounts and by accounts and receipt classifications. Expenses shall be entered by their amounts and by accounts and expense classifications.

**a. Current Expenses.** The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves. This may include, but not be limited to, in any order:

- (1) Professional, administrative and management fees and expenses;
- (2) Taxes on Common Property;
- (3) Expense for utility services and maintenance expense relating to the Common Property, including but not limited to, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, preservation or conservation areas, wetlands and wetland mitigation areas;
- (4) Insurance costs;
- (5) Administrative and salary expenses;
- (6) Operating capital;
- (7) Performance of obligations imposed by an unit of local, regional, state or the federal government, and to enforce the provisions of the Declaration, the Articles of Incorporation and these Bylaws; and
- (8) Other expenses.

b. **Reserve for Deferred Maintenance.** If required by the Board of Directors, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

c. **Reserve for Replacement.** If required by the Board of Directors, there shall be established a reserve account for replacement which shall include funds for repairs or replacements which the Association is obligated to make resulting from damage, depreciation or obsolescence.

**10.2 Budget.** The Board of Directors shall adopt an operating budget for the Property in advance for each calendar year which shall include the estimated funds required to defray current expenses and shall provide funds for the foregoing reserves. The operating budget shall provide separate expense and reserve figures for the Common Property and the Properties, so as to permit appropriate allocation of assessments therefor among all benefitted Lots or Residential Units.

**10.3 Financial Reporting.** The Board of Directors shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Association shall, within the time limits as set forth in Article 8 herein, 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.

**10.4 Depository.** The depository of the Association shall be such bank or other institution in Alachua County, Florida as permitted by applicable law, and as shall be designated from time to time by the Board of Directors. The withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Board of Directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

**11. PARLIAMENTARY RULES.** Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Articles and Bylaws or with the statutes of the State of Florida.

**12. REGULATORY COMPLIANCE.** The Association shall comply with any obligations imposed by the permit issued by the St. Johns Water Management District and the operation and maintenance plan attached hereto, or by any permit or authorization from any unit of local, regional, state, or federal government with regard to maintaining, repairing, replacing, operating and caring for real and personal property, including but without limitation to all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands, and wetland mitigation areas which are owned by the Association. Notwithstanding anything contained herein to the contrary, any amendments to these Bylaws which directly or

indirectly impact operation and maintenance of the surface water management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned by the Association or the Owners in common, may be made after approval by the St. Johns River Water Management District. Such approval shall be in the form of a modification to any and all permits issued by St. Johns River Water Management District under the lawfully adopted rules of the St. Johns River Water Management District in effect at the time of application for such modification. Amendment to the Articles or Bylaws which does not impact operation or maintenance of the system may be made without authorization of the St. Johns River Water Management District; however, copies of any such amendments shall be forwarded to the District within thirty (30) days of approval.

**13. AMENDMENT.** Amendments to these Bylaws shall be proposed and adopted in the following manner.

**13.1 Resolution.** The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

**13.2 Notice.** Within the time and in the manner provided in these Bylaws of the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

**13.3 Vote.** At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of Members of each class entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all members entitled to vote thereon.

As long as the Declarant shall own any lands within the Property, no Declarant-related amendment shall be made to the Declaration, the Articles or the Bylaws of the Association unless such amendment is first approved in writing by the Declarant. Any amendment shall be deemed to be Declarant-related if it does any of the following:

- a. Directly or indirectly by its provisions or in practical application relates to the Declarant in a manner different from the manner in which it relates to other Owners;
- b. Modifies the definitions provided for by Article I of the Declaration in a manner which alters the Declarant's rights or status;
- c. Modifies or repeals any provision of Article II of the Declaration;
- d. Alters the character and rights or membership as provided for by Article III of the Declaration or affects or modifies in any manner whatsoever the rights of the Declarant as a Member of the Association;
- e. Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies with respect to zoning, streets, roads, sidewalks, drives, easements or facilities;
- f. Denies the right of the Declarant to convey Common Property to the Association;

g. Modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant;

h. Alters or repeals any of the Declarant's rights or any provision applicable to the Declarant's right as provided for by any such provisions of the Declaration.

At any time prior to the first election of a majority of directors by Owners other than the Declarant, these Bylaws may be amended by the Declarant, if necessary, to make the same consistent with the provisions of the Declaration, to meet the requirements of any governmental entity or statute, FHA or VA rules, regulations or policies, and as may be in the best interests of the Association. No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through the hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw. See Bylaw.... for present text." Nonmaterial errors or omissions in the bylaw amendment process shall not invalidate an otherwise properly promulgated amendment. Any amendments to these Bylaws shall be in accord with the terms and provisions of the Declaration which sets forth certain additional voting and approval requirements with respect to certain types of amendments.

**13.4 Multiple Amendments.** Any number of amendments may be submitted to the Members and voted upon them at one meeting.

**13.5 Agreement.** If all of the directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Bylaws be adopted, and the same do not violate the prohibitions of Subsection 13.3 relative to the Declarant under the Declaration, then the amendment shall thereby be adopted as though subsections 13.1 through 13.3 had been satisfied.

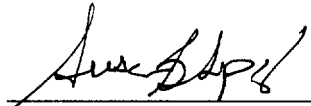
**13.6 Recording.** A copy of each amendment shall be recorded in the public records of Alachua County, Florida, as soon as possible after adoption.

**13.7 Provisions.** No amendment shall make any changes in the qualifications for membership or the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with Chapter 617, Florida Statutes, or with the Declaration or Articles of Incorporation.

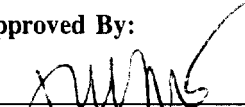
**14. PRONOUNS.** Whenever the context permits, the singular shall include the plural and the gender shall include all.

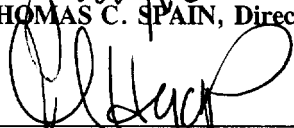
**15. SEVERABILITY AND CONFORMITY TO STATE LAW.** These Bylaws are to be governed by and construed according to the laws of the State of Florida. If it should appear that any of the provisions hereof are in conflict with the Declaration or any rule of law or statutory provision of the State of Florida, then such provisions of these Bylaws shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to the Declaration or such rule of law.

The foregoing were adopted as the Bylaws of Willowcroft Owners Association, Inc., a non-profit corporation established under the laws of the State of Florida, at the first meeting of the Board of Directors on the 6th day of August, 1999.

  
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SUSAN B. SPAIN, President and Director

Approved By:

  
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THOMAS C. SPAIN, Director

  
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J. ALVIN HUGGINS, Director