

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Article  
6th  
II

THIS DECLARATION, made on the date hereinafter set forth by  
POYNTER-THOMPSON-POYNTER, a Florida General Partnership,  
hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the  
City of Clermont, County of Lake, State of Florida, which is more  
particularly described as:

Lots 13 to 28 inclusive in Fairview Place, a subdivision in the  
City of Clermont, Florida, according to the plat thereof recorded  
in Plat Book 9, page 6, Public Records of Lake County, Florida,  
LESS the South 105 feet of said Lots 18 through 23 inclusive.

ALSO:

That part of Lots 13 and 14 in Block "V" in the City of Clermont,  
Florida, according to the plat of the Township of Clermont  
recorded in Plat Book 3, page 5, Public Records of Lake County,  
Florida, bounded and described as follows: Begin at the  
intersection of the North line of the right of way of Minnehaha  
Avenue with the West line of the right of way of Carrie Street as  
shown upon the Plat of Fairview Place recorded in Plat Book 9,  
page 6, Public Records of Lake County, Florida; thence run North  
along the West line of the right of way of Carrie Street 400 feet  
to the South line of the right of way of Hill Street; thence run  
West along the South line of the right of way of Hill Street 270  
feet, more or less, to the East line of the right of way of  
Disston Avenue; thence run South along the East line of the right  
of way of Disston Avenue 260 feet to a point 140 feet North of  
the North line of the right of way of Minnehaha Avenue; thence  
run East 150 feet; thence run South 140 feet to a point on the  
North line of the right of way of Minnehaha Avenue; thence run  
East along the North line of the right of way of Minnehaha Avenue  
120 feet, more or less, to the point of beginning. LESS the South  
105 feet of the East 120 feet of aforesaid Lot 14, Block "V" City  
of Clermont.

AND

Begin at the South line of Hill Street and the East line of  
Disston Avenue, thence run North to the North line of Hill  
Street, thence run East to the West line of Strickling Street and  
the North line of Hill Street, thence South to South line of Hill  
Street, thence West to point of beginning.

AND

Begin at the West line of Carrie Street and the North line of  
Minnehaha Avenue, thence run East to the East line of Carrie  
Street; thence run North to the South line of Hill Street; thence  
run West to the South line of Hill Street and the West line of  
Carrie Street; thence run South to point of beginning. LESS the  
South 105 feet thereof.

AND

Begin at the West line of Strickling Street and the North line of  
Minnehaha Avenue; thence run North along West line of Strickling  
Street to the North line of Hill Street; thence run East 30 feet  
to the centerline of Strickling Street; thence South to the North  
line of Minnehaha Avenue; thence West 30 feet to the point of  
beginning, all in Lake County, Florida.

NOW, THEREFORE, Declarant hereby declares that all of the  
properties described above shall be held, sold and conveyed  
subject to the following easements, restrictions, covenants, and  
conditions, which are for the purpose of protecting the value and

desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### Definitions

Section 1. "Association" shall mean and refer to THE WILLOWS HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Townhouse Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

SEE SCHEDULE A attached

Section 5. "Townhouse Lot" shall mean and refer to any of the 41 plots of land on which a townhouse or dwelling is or shall be located which is part of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to POYNTER-THOMPSON-POYNTER, a Florida General Partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped townhouse lot from Declarant for the purpose of development.



## ARTICLE II

### Property Rights

Section 1.      **Owners' Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Townhouse Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Townhouse Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the voting members of each class has been recorded.

Section 2.      **Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3.      **Easements.** Each of the following easements is reserved through the Properties and is a covenant running with the land:

(a) Utilities. Easements are reserved to the Declarant, Association or such utility companies or governmental bodies to which the Declarant or Association may assign its easements as may be required for the entrance upon, construction, maintenance and operation of utility services to adequately serve the Properties including, but not limited to, the installation of Cable Television System lines, mains and such other equipment as

may be required throughout the Properties, it being expressly agreed that Declarant, Association or the utility company or governmental body making the entry shall restore the property as nearly as practicable to the condition which existed prior to commencement of construction of such utility, provided, however, easements herein reserved which necessitate entry through a Townhouse building, shall only be according to the plans and specifications for the building or as the building is actually constructed, unless approved in writing by the Townhouse Lot owner.

In addition, easements are reserved to the Declarant, Association or such utility companies or governmental bodies to which the Declarant or Association may assign its easements for such further utility easements over and across the Properties as may be required from time to time to service the Properties. Provided, however, such further utility easements, which shall be identified and located as the occasion shall arise, shall not be over or through any part of the Properties occupied by a Townhouse building.

Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each Townhouse Lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and



privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 4.      Encroachments.    In the event that any Townhouse building shall encroach upon any of the Common Area or upon any other Townhouse Lot for any reason other than the intentional or negligent act of the Townhouse Lot owner, or in the event any Common Area improvement shall encroach upon any Townhouse Lot, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

Section 5.      Pedestrian and Vehicular Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, lanes and other portions of the Common Area as may be from time to time intended and designated for such purpose and use; and for the vehicular traffic over, through and across such portions of the Common Area as may be from time to time paved and intended for such purposes, and such easement shall be for the use and benefit of the Townhouse Lot owners and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Common Area except to the extent that space may be specifically designated or assigned for parking purposes.

Section 6.      Declarant. Until such time as the Declarant has completed all of the contemplated improvements and sold all of the Townhouse Lots contained within the Properties, easements including, but not limited to, ingress and egress, are hereby reserved and shall exist through and over the Properties as may be required by Declarant for the completion of the contemplated improvements and sale of said Townhouse Lots. Neither the Townhouse Lot owners nor the Association nor the use of the Properties shall interfere in any way with such completion and sale.

### ARTICLE III

#### Membership and Voting Rights

Section 1. Every Owner of a Townhouse Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Townhouse Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Townhouse Lot owned. When more than one person holds an interest in any Townhouse Lot, all such persons shall be members. The vote for such Townhouse Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Townhouse Lot.

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

(a) when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 1988.

### ARTICLE IV

#### Exterior Maintenance

In the event an owner of any Townhouse Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Townhouse Lot and the exterior of the buildings and any other improvements erected thereon. the cost of such exterior maintenance shall be added to and become part of the assessment



to which such Townhouse Lot is subject.

## ARTICLE V

### Party Walls

Section 1.      **General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Townhouse Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2.      **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3.      **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability or negligent or willful acts or omissions.

Section 4.      **Weatherproofing.** Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5.      **Right to Contribution Runs With Land.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6.      **Arbitration.** In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such

arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

#### ARTICLE VI

##### Covenant For Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Townhouse Lot owned within the Properties, hereby covenants, and each Owner of any Townhouse Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the Townhouses situated on the property.

Annual assessments shall include but not be limited to, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a) maintenance and repair of the Common Area.
- (b) water, sewer, garbage, electrical, lighting, telephone, gas and other necessary utility service for the Common Area.
- (c) acquisition of furnishings and equipment for the



Common Area as may be determined by the Association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities.

(d) maintenance and repair of private roads within the confines of the Properties.

(e) fire insurance covering the full insurable replacement value of the Common Area with extended coverage.

(f) Liability insurance insuring the Association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

(g) Workmen's compensation insurance to the extent necessary to comply with the Florida Statutes, and any other insurance deemed necessary by the Board of Directors of the Association.

(h) a standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

(i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance on the common areas, taxes on the common areas, or assessments which the Association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the common areas, for the benefit of Townhouse Lot owners, or for the enforcement of these restrictions.

(j) Any other expenses deemed necessary by the Board of Directors of this association pursuant to these covenants and restrictions.

Section 3. Maximum Annual Assessment. Until January 1 of

the year immediately following the conveyance of the first Townhouse Lot to an Owner, the maximum annual assessment shall be \$576 per Lot or \$48 per month.

(a) From and after January 1 of the year immediately following the conveyance of the first Townhouse Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Townhouse Lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4.      Special Assessments for Capital Improvements.  
In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5.      Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to



the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Townhouse Lots and shall be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as follows: As to the Phase I and Phase II Townhouse Lots (being 26 Townhouse Lots) upon the first day of the month following the completion of both phases and completion of the Clubhouse and Pool. As to each of the Phase III Townhouse Lots, on the first day of the month following the conveyance of such Townhouse Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment

of his Townhouse Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not effect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE VII

##### Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made of a Townhouse or structure including the painting or changing of color of a townhouse or structure be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the Board. Notwithstanding any other provisions herein, the Architectural Committee shall be appointed by the Declarant until Declarant has sold or conveyed all of the Townhouse Lots. In the event said Board, or its designated committee, fails to approve or disapprove such design, color and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. All changes in color of the exterior of a Townhouse, including roof, must be approved and must be compatible with the color of the other townhouses. Any re-roofing



to be done must be approved and if a re-roofing is proposed by a Townhouse Lot owner for a unit that has a roof adjoining the roof of an adjacent townhouse, the roofs of both townhouses shall be replaced simultaneously.

ARTICLE VIII

Use Restrictions

*This Article was changed  
1991. making it illegal  
to discriminate against  
children*

Section 1. In recognition of the fact that the property ("Properties") is being developed for the enjoyment, comfort, convenience and accommodation of adult persons, occupancy of each and every townhouse and Townhouse Lot shall be and is hereby restricted to adults with whom no dependent children under the age of eighteen (18) years reside.

Section 2. No part of this property or the permanent townhouse buildings thereon shall be used for anything except single family residential purposes.

Section 3. No structure of any type, character or nature, including trailers, tents, shacks, barns or other outbuildings shall be placed or erected on any portion of the property, either temporarily or permanently unless authorized by the Association or its Architectural Committee. The common area will contain a clubhouse, pool and shuffleboard courts and such other structures as the Declarant places on it prior to transfer of the Townhouse Lots and such other structures as the association determines.

Section 4. Unless authorized by the Association or its Architectural Committee, no fence, hedge, wall, or other dividing instrumentality shall be constructed or maintained on any lot, except that Declarant and the transferees of Declarant may construct fences in accordance with existing architectural plans.

Section 5. No sign of any kind shall be displayed to public view on a lot or the Common Area without the prior written consent of the Association, except customary name and address signs and lawn signs of not more than five (5) square feet in size advertising a property for sale or rent.

Section 6. No sign of any kind shall be displayed to the

public view on any parcel except customary name and address signs and one sign of not more than two square feet advertising the property for sale or rent or signs used by the builder to advertise the property during the construction and sales, or a sign identifying the townhouse project.

Section 7. No clothesline of the permanent type shall be allowed upon the property or affixed thereto in a temporary or permanent manner.

Section 8. No commercial trailers, semi-trailers, tractor trailers, machines or large trucks shall be parked on any portion of the property, except for service vehicles which are located thereon on a temporary basis, and only during the period of time when they are performing a service for the owner of the property.

Section 9. Parking of recreational vehicles, campers and motor homes is prohibited except in an area designated by the homeowners association and shall be subject to the City of Clermont ordinances.

Section 10. Clothes washers and dryers and other appliances are prohibited from being placed outside a dwelling unit unless they are portable in nature and are not left outside after being used.

Section 11. Parking outside the garage shall be limited to one vehicle per dwelling plus guest parking.

Section 12. Dogs, cats or other household pets may be maintained at a residence as long as they are not bred or kept there for any commercial purposes, or for resale. Such pets must live inside the dwelling and when outside for walks, exercise, etc. be in compliance with the city leash laws. Other animals are prohibited from being kept on the premises.

Section 13. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.

Section 14. Because Units A and B of each building have



roofs that adjoin one another and it would be more practical to have them replaced at the same time, Townhouse owners who have roofs adjoining one another shall jointly (using the same contractor and materials) replace their respective roofs at the same time when one of them needs replacing and shall jointly be responsible for sharing the costs of such replacement.

If there is any dispute between owners as to the need of replacement, the Board of Directors of the homeowners association shall make a determination binding on the owners.

Section 15. Nothing shall be done or kept on a Townhouse Lot or on the Common Area which would increase the rate of insurance relating thereto without the prior written consent of the Association, and no owner shall permit anything to be done or kept on his Townhouse Lot or the Common Area which would result in the cancellation of insurance on any residence or on any part of the Common Area, or which would be in violation of any law.

Section 16. Declarant or the transferees of Declarant shall undertake the work of developing all lots included within the Properties. The completion of that work, and the sale, rental, or other disposition of Townhouse Lots is essential to the establishment and welfare of the project as an ongoing residential community. In order that such work may be completed and the project be established as a fully occupied residential townhouse community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the properties owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any

part or parts of the property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the project as a residential community, and the disposition of Townhouse Lots by sale, lease, or otherwise;

(c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the project as a residential community, and of disposing of Townhouse Lots by sale, lease, or otherwise; or

(d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of Townhouse Lots.

As used in this section, the words "its transferees: specifically exclude purchasers of lots improved with completed townhouses.

#### ARTICLE IX

##### Owners' Obligation to Insure

Each Owner shall, at his expense, insure his Townhouse against fire or other casualty at the highest insurable amount and carry adequate liability coverage.

#### ARTICLE X

##### Owners' Obligations to Repair

Each Owner shall, at his sole cost and expense, maintain and repair the interior and exterior of his Townhouse, subject to the party wall provision of Article V, keeping the same in a condition comparable to the condition of such Townhouse at the time of its initial construction, excepting only normal wear and

tear.

## ARTICLE XI

### Owners' Obligation to Rebuild

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two months after the damage occurs, and shall be completed within six months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners.

## ARTICLE XII

### General Provisions

Section 1.      **Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2.      **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3.      **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Townhouse Lot Owners entitled to vote, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Townhouse Lot Owners entitled to vote. Any amendment must be recorded.



Section 4.      Annexation.    Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of those entitled to vote of each class of members.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set their hands and seals this 30th day of June, 1987.

Signed, sealed and delivered in the presence of:

Joyce K. Kinkaid  
Bruce L. Bentley  
[Signature]

Walter C. Poynter  
WALTER POYNTER  
Robert D. Thompson  
ROBERT D. THOMPSON  
Derow L. Poynter  
DEROW POYNTER

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 30 day of June, 1987, by WALTER POYNTER, ROBERT D. THOMPSON and DEROW POYNTER.

Bruce K. Bentley  
Notary Public  
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: MAY 20, 1991.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

BYLAWS  
of  
THE WILLOWS HOMEOWNERS ASSOCIATION, INC.

*Article VII  
# Section 4  
Sec #2 Article 62 F*

ARTICLE I

Name and Location

The name of the corporation is THE WILLOWS HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 900 W. Highway 50, Clermont, Florida, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

Definitions

Section 1. "Association" shall mean and refer to THE WILLOWS HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Townhouse Lot" shall mean and refer to any of the 41 plots of land on which a townhouse or dwelling is or shall be located which is part of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Townhouse Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to POYNTER-THOMPSON-POYNTER, a Florida General Partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Townhouse Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the



Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Public Records of Lake County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III

#### Meeting of Members

Section 1. Annual Meeting. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or 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.

Section 3. Notice of 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 of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-fourth (1/4) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these

Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have 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.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Townhouse Lot.

#### ARTICLE IV

##### Board of Directors: Selection: Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board of seven (7) directors, who are to be members of the Association.

12/1/99  
Section 2. Term of Office. At the first annual meeting the members shall elect three (3) directors for a term of one (1) year, two (2) directors for a term of two (2) years and two (2) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect for a term of three (3) years the number of directors whose terms have expired.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association entitled to vote. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

9/7/99  
Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved



shall have the same effect as though taken at a meeting of the directors.

#### ARTICLE V

##### Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, 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. 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 shall be made from among the members.~~

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### ARTICLE VI

##### Meeting of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than



three (3) days notice to each director.

Section 3.     Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

Powers and Duties of the Board of Directors

Section 1.     Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2.     Duties. It shall be the duty of the Board of Directors to:

cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the

members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period, and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained;

(h) cause the exterior of the dwellings to be maintained.

#### ARTICLE VIII

##### Officers and Their Duties

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

~~Section 3.~~ Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks



and promissory notes.

(b) Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

#### ARTICLE IX

##### Committees

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE X

##### Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of

Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XI

##### Assessments

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Townhouse lot.

#### ARTICLE XII

##### Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: THE WILLOWS HOMEOWNERS ASSOCIATION, INC.

#### ARTICLE XIII

##### Amendments

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members entitled to vote and present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration

and these Bylaws, the Declaration shall control.

ARTICLE XIV

Miscellaneous

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we being all of the directors of THE WILLOWS HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 30th day of June, 1987.

Walter C. Poyner

Dawn Z. Poyner

[Signature]

Susan J. Thompson

Kathy D. Poyner

Riva J. Poyner

Dennis J. Horton

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the THE WILLOWS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the \_\_\_\_ day of \_\_\_\_\_, 1987.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association this \_\_\_\_ day of \_\_\_\_\_, 1987.

[Signature]  
Secretary



THE WILLOWS HOMEOWNERS ASSOCIATION  
1401 DISSTON AVENUE  
CLERMONT, FLORIDA 34711

The following are Board Policy Statements adopted by the Board of Directors on May 2, 2006.

Please attach to your Willows Homeowners Documents.

MOTION WAS MADE REGARDING ANIMALS KEPT IN THE WILLOWS, NO ANIMAL OVER 30 LBS. WILL BE ALLOWED, OWNER IS RESPONSIBLE FOR ANY PET WASTE AND ANIMALS SHALL BE KEPT ON A LEASH. MOTION SECONDED, MOTION PASSED.

MOTION WAS MADE TO FOLLOW CITY OF CLERMONT RULES REGARDING YARD SALES. ONLY TWO SALES PER YEAR AND HOMEOWNER IS RESPONSIBLE FOR ANY ADJACENT COMMON OR NEIGHBOR PROPERTY IF DAMAGED. MOTION SECONDED, MOTION PASSED.

# **THE WILLOWS HOMEOWNERS ASSOCIATION, INC.**

**To: All Homeowners and Residents of the Willows.**  
**From: The Willows Board of Directors.**  
**Re: Newly enacted Board Policy Statements.**  
**Date: May 2, 2006**

Please be advised that your Board of Directors has enacted the following Board Policy Statements. These rules have been enacted for: "the promotion of the health, happiness and peace of mind of all the unit owners" here in the Willows. The following rules will apply to all residents of the Willows Homeowner's Association, Inc.

**1. In addition to Section 12 of Article VIII (Use Restrictions) of the Declaration of Covenants, Conditions and Restrictions, and other applicable language of the governing documents of the Willows, the following rule is herewith adopted:**

No animals or pets of any kind shall be kept on any Townhouse Lot except in the case of a Townhouse Owner's dog or cat which weighs thirty pounds or less. All pets shall be kept on a leash when outside the Townhouse Unit. Pets shall only be permitted to relieve themselves on the Owner's Townhouse Lot or in such area as specified by the Association, and the Owner shall immediately remove all the pet's waste. Should a pet create a nuisance or disturbance, the Owner shall permanently remove the pet from the Townhouse Lot upon three days' written notice from the Board of Directors of the Association. Nothing in this paragraph shall be construed to preclude any Owner from maintaining an aquarium for goldfish or from maintaining any caged bird or other caged hand-sized pet within his or her unit so long as said pet does not cause a nuisance or disturbance for any other Townhouse Owners and/or occupants. The Board of Directors of course will listen to all reasonable appeals and does not intend for these restrictions with regard to animal size to apply to SERVICE ANIMALS for handicapped residents.

**2. In addition to Article II (Property Rights) of the Declaration of Covenants, Conditions and Restrictions, and other applicable language of the governing documents of The Willows, the following rule is herewith adopted:**

Residents of the Willows, may have two (2) YARDSALES per year as allowed by the City of Clermont. Any resident electing to hold a yard sale must abide by the Clermont Code of Ordinances with regard to length of time of sale, displaying and removal of SALE signs and start time of said sale. Exact rules can be obtained from City Hall on Montrose Street in Clermont, code enforcement division. Additionally, parking of vehicles on grassy areas or turnarounds is NOT permitted. Resident(s) holding sale assumes all responsibility for damage to adjacent Common or Neighbor Homeowner's areas and sprinkler systems.

# THE WILLOWS HOMEOWNERS ASSOCIATION, INC.

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May 6, 2002

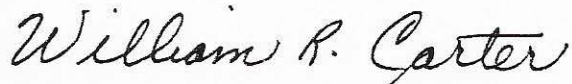
Dear Homeowner,

The Willows recently changed its' status to a 55+ community. Thank you for your support and cooperation in making this change possible. Your Board of Directors is busy implementing all of the necessary details.

Please attach the enclosed "Amendment to Declaration of Covenants, Conditions and Restrictions of The Willows" to your current copy of the Covenants. The new language changes Article VIII, Section 1 in its entirety. This new Section 1 replaces the previous language.

If you have any questions please contact a member of the Board of Directors.

Sincerely,

A handwritten signature in cursive script that reads "William R. Carter".

William R. Carter  
President Willows Board of Directors



**AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF  
THE WILLOWS**

CFN 2002044477  
Bk 02105 Pgs 0925 - 931; (7pgs)  
DATE: 04/29/2002 09:56:57 AM  
JAMES WATKINS, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES \$9.00  
TRUST FUND 4.00

WHEREAS, THE WILLOWS HOMEOWNERS' ASSOCIATION, INC., and its predecessors in title have heretofore executed and placed of record that certain Declaration of Covenants, Conditions and Restrictions which is dated June 30, 1987, recorded in Official Records Book 926, Page 138, Public Records of Lake County, Florida, and those certain Amendments dated August 19, 1987, and recorded in Official Records Book 931, Page 476, Public Records of Lake County, Florida, and dated January 19, 1988, and recorded in Official Records Book 949, Page 1707, Public Records of Lake County, Florida, and dated March 16, 1989 and recorded in Official Records Book 1003, Page 702, Public Records of Lake County, Florida.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions pursuant to Article XII may be amended by an instrument signed by not less than ninety percent (90%) of the Townhouse Lot owners then entitled to vote; and

WHEREAS, ninety percent (90%) or more of the Townhouse Lot Owners have deemed it desirable to amend the Declaration of Covenants, Conditions and Restrictions as hereinafter set forth;

NOW THEREFORE, by the rights of the Townhouse Lot Owners and pursuant to Article XII, the Declaration of Covenants, Conditions, and Restrictions are hereby modified, changed and amended to the extent of (1) deleting Article VIII, Section 1 in its entirety, and in place, stead, and lieu thereof, a new Section 1 is hereby substituted.

**ARTICLE VIII**  
**USE RESTRICTIONS**

Section 1. In recognition of the fact that the property ("Properties") are intended for the enjoyment, comfort convenience and accommodations of adult persons over fifty five (55) years of age, occupancy of each and every townhouse lot shall be and is hereby restricted to adults 55 years of age or over with whom no dependent children under the age of eighteen (18) years reside.

The Secretary of The Willows Homeowners' Association does hereby certify that on or about the 16<sup>th</sup> day of April, 2002, the foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions of The Willows Homeowners' Association, Inc. was adopted according to Article XII, Section 3 of the Declaration of Covenants, Conditions and Restrictions.

The undersigned officers of The Willows Homeowners' Association, Inc. hereby certify that the foregoing amendment has been duly adopted and approved by written instrument signed by ninety percent (90%) or greater of the Townhouse Lot Owners entitled to vote, as evidenced by the written consent attached hereto.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 16<sup>th</sup> day of April, 2002.

THE WILLOWS HOMEOWNERS'  
ASSOCIATION, INC.

BY: William R. Carter  
WILLIAM R. CARTER, President

ATTEST: Carolyn Albrecht  
CARLYN ALBRECHT, Secretary



**ROBERTS & LAW, P.A.**

ATTORNEYS AT LAW

POST OFFICE BOX 57

250 S. MAIN AVENUE

GROVELAND, FLORIDA 34736

TELEPHONE NUMBER: (352) 429-2165

FAX NUMBER: (352) 429-3035

ARTHUR E. ROBERTS  
(1929-1997)

JULIA R. LAW

Willows Homeowners' Association, Inc.  
1401 Disston Avenue  
Clermont, Florida 34711

Dear Members:

The following changes to the bylaws of the Willows Homeowners' Association, Inc., were adopted at the annual membership meeting in February. Please retain these changes with your copy of the bylaws for quick reference. A complete set of bylaws incorporating these changes will be made available to all members at a later date.

Article II, Section 9. "Guest" shall mean a person who temporarily occupies a Townhouse Lot at the invitation of the Owner, for a period not exceeding six weeks. Exemption may be granted by the Board of Directors upon written request for extenuating circumstances. All guests must comply with all restrictions, terms, and provisions of the Declaration of Covenants and Restrictions and bylaws of the Association, as well as any policies, rules, and regulations promulgated pursuant to the authority thereunder.

Article III, Section 5. Proxies. Each member has the right to vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time and place of the meeting for which it is given, and must be signed by the person giving the proxy. All proxies must be filed with the secretary of the association at least forty-eight (48) hours prior to the said meeting for verification. 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; provided, however, that a proxy automatically expires ninety (90) days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the member who executed it, and shall automatically expire on transfer of ownership by a member of his or her Townhouse Lot.

Article XV. Leases of Townhouse Lots. The term of all leases of Townhouse Lots shall be for at least seven (7) months. All leases of Townhouse Lots shall prohibit subleasing of the Townhouse Lot or any portion thereof. All tenants must comply with all restrictions, terms, and provisions of the Declaration of



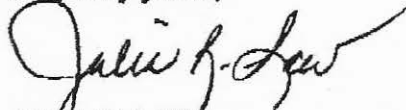
Willows Homeowners' Association, Inc.  
February 25, 2003  
Page 2

Covenants and Restrictions, and bylaws of the Association, as well as any policies, rules, and regulations promulgated pursuant to the authority thereunder.

Article XVI. Telecommunications Devices. No satellite dish, radio, microwave or telephone mast, tower pole, wire, aerial, antennae or other appurtenances may be installed on the exterior of any Townhouse Lot without prior approval of the Architectural Control Committee; provided, however, that the location of any telecommunications device shall not be regulated in such a manner that would interfere with such owner's radio or television reception.

Thank you for your attention.

Very truly yours,



JULIA R. LAW

THE WILLOWS HOMEOWNERS ASSOCIATION, INC

1401 Disston Avenue \* Clermont, FL 34711

To All Willows Homeowners

Please attached this notice to your bylaws documents:

AMENDMENT

Article VI, Section 1 of Bylaws

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held in January, February, May, September, and December of each year, at such place and hour as may be fixed from Time to time by resolution of the Board. Notice of all board meetings shall be given to members in the Manner provided by Chapter 720, Florida Statutes.

**NOTICE OF PRESERVATION OF THE WILLOWS HOMEOWNERS ASSOCIATION'S  
COVENANTS AND RESTRICTIONS**

**THIS NOTICE OF PRESERVATION OF THE WILLOWS HOMEOWNERS ASSOCIATION'S DEED RESTRICTIONS** (the "Notice"), is executed this 7 day of AUGUST, 2017, by **THE WILLOWS HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, whose address is 1401 Disston Avenue, Clermont, Florida 34711 (the "Association");

**WITNESSETH:**

**WHEREAS**, the Association is the not for profit homeowners association formed for the governance of the residential subdivision known as THE WILLOWS HOMEOWNERS ASSOCIATION, INC., located in Lake County, Florida (the "Subdivision"); and

**WHEREAS**, the Subdivision is governed by the provisions of that certain Deed Restrictions recorded in Official Records Book 926, Page 138, of the Public Records of Lake County, Florida, as the same has been amended and supplemented from time to time, including the Amendment to Deed Restrictions recorded in Official Records Book 931, Page 476, Public Records of Lake County, Florida; the Amendment to Deed Restrictions recorded in Official Records Book 1003, Page 702, Public Records of Lake County, Florida; and the Amendment to Deed Restrictions recorded in Official Records Book 2105, Page 925, Public Records of Lake County, Florida (the "Restrictions"); and

**WHEREAS**, pursuant to Sections 712.05 and 712.06, Florida Statutes, the Association desires to and has timely taken the actions necessary to preserve the covenants and restrictions which are the subject of the Deed Restrictions by filing of this Notice;

**NOW THEREFORE**, the Association does hereby state and declare as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.

2. **Preservation of Deed Restrictions.** On the 7 day of AUGUST, 2017, the Board of Directors of the Association voted unanimously to preserve the Restrictions and protect the Restrictions from extinguishment by the operation of the Marketable Record Titles to Real Property Act, Chapter 712, Florida Statutes. Accordingly, this Notice has the effect of preserving the Declaration for a period of not longer than thirty (30) years following the recordation of this Notice in the Public Records of Lake County, Florida.



**EXHIBIT A**  
(To the Notice of Preservation)

**AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF LAKE

Before me, the undersigned authority, this day personally appeared VINCENT JOHNSON, ("Affiant"), who having been duly sworn, did depose and say as follows:

1. That Affiant is the Vice-President and is a Director of THE WILLOWS HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Association").

2. That the Association is the homeowners association which governs the community known as THE WILLOWS, located in Lake County, Florida, pursuant to those certain Deed Restrictions recorded in Official Records Book 926, Page 138, Public Records of Lake County, Florida, as the same has been amended and supplemented from time to time, including the Amendment to Deed Restrictions recorded in Official Records Book 931 Page 476, Public Records of Lake County, Florida; the Amendment to Deed Restrictions recorded in Official Records Book 1003, Page 702, Public Records of Lake County, Florida; and the Amendment to Deed Restrictions recorded in Official Records Book 2105, Page 925, Public Records of Lake County, Florida (the "Restrictions").

3. That the Board of Directors of the Association caused a statement in substantially the form required by Section 712.06(b), Florida Statutes, to be mailed to the members of the Association not less than seven (7) days prior to the meeting of the Board of Directors of the Association held on August 7, 2017, at which the Board of Directors voted (unanimously or approved by two-thirds vote) to preserve the covenants and restrictions contained in the Restrictions. A copy of the Board's notice containing that statement is attached to the Notice of Preservation as **Exhibit B**.

THE WILLOWS HOMEOWNERS ASSOCIATION, INC.,  
a Florida not for profit corporation

By: , Vice-President

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Vincent Johnson, as Vice- President of THE WILLOWS HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public