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December 1, 2014

To the Owners Within
Willow Wood Village

**Re: Revitalization for Willow Wood Village;
Declaration of Covenants, Conditions and Restrictions**

Dear Owners:

Our firm represents Willow Wood Village Homeowners Association, Inc., your Homeowners Association for Willow Wood Village. Due to the passage of time and in accordance with Chapter 712 of the Florida Statutes it is necessary to revitalize the governing documents for Willow Wood Village at this time. This letter is to serve as notice of the Association's intent to seek owner approval of the enclosed documents for said purpose at a meeting scheduled for **Monday, January 5, 2015, at 7:00 p.m. at the Pool Cabana, 1067 Willow Wood Lane, FL 34698**, and a limited proxy is enclosed for your use in casting your vote.

An organizing committee has been established to oversee the revitalization of the governing documents for the lots within Willow Wood Village. The names, addresses, and telephone numbers of the owners making up the organizing committee for Willow Wood Village are as follows:

Chris Maurer
155 Thistle Court
Dunedin, FL 34698
(727) 455-8454

Wendy Brinkley
5021 Plantation Drive
Holiday, FL 34690
(727) 937-4575

Roy Santangelo
4471 Glenbrook Drive
Palm Harbor, FL 34683
(727) 943-7571

Enclosed please find the applicable Declaration of Covenants, Conditions and Restrictions for Willow Wood Village, along with the Articles of Incorporation and By-Laws for Willow Wood Village Homeowners Association, Inc., and any recorded amendments relative to same, as well as a copy of the Plat for Willow Wood Village and a spreadsheet listing the properties to be subjected or to remain subject to the Restrictions.

All enclosed documents are identical to the original Willow Wood Village documents as they have been amended from time to time in accordance with their amendment procedures. If you have any questions regarding the enclosed documents or the required signatures, please contact the organizing committee.

Sincerely,



Tiffany A. Grant

TAG:cml
Enclosures

WP-C-110-1.1
10/01/80

81023521

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLOW WOOD VILLAGE

O.R. 5149 PAGE 1332

THIS DECLARATION, made on this 5th day of January,
1981 by AMERICAN COMMUNITY REAL ESTATE OF DUNEDIN, INC., a
Florida corporation, hereinafter referred to as "Declarant".

40 Rec 73.00
41 DS
43 Int 73.00
Tot 73.00

15 15365378 70 01:1. 16FBI
40 73.01
73.01 CK

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in
the City of Dunedin, County of Pinellas, State of Florida, which
is more particularly described as follows:

See Exhibit "A" attached hereto and made a
part hereof.

WHEREAS, Declarant desires to create a residential community
upon the real property described in Exhibit "A" to be known as
Willow Wood Village;

NOW, THEREFORE, Declarant hereby declares that all of the
real property described in Exhibit "A" attached hereto shall be
held, transferred, sold, occupied and conveyed subject to the
easements, restrictions, covenants, liens, terms and conditions
hereinafter set forth all of which are for the purpose of pro-
tecting the value and desirability of, and which shall run with
said real property and shall be binding upon all parties having
any right, title and interest therein and their devisees, succes-
sors and assigns.

ARTICLE 1

DEFINITIONS

Section 1. "Association" shall mean and refer to Willow
Wood Village Homeowners Association, Inc., a Florida corporation
not for profit, its successors and assigns.

RETURN TO:

WILLIAM HOLLADAY
161 DARBY CT.
DUNEDIN, FLA. 33528

FEB 16 11 44 AM '81
CLERK OF COURT

Section 2. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and any additions thereto as are subjected to this Declaration pursuant to the provisions of Article XI hereof.

Section 3. "Common Properties" shall mean and refer to all real property whether improved or not that may, from time to time, be conveyed by the Declarant or such other person in accordance with this Declaration to the Association and designated as common properties for the common use and enjoyment of the Owners.

Section 4. "Residence" shall mean and refer to any plot of land, whether or not improved, shown upon any recorded plat of any portion of the Properties which is intended for residential use.

Section 5. "Unit" shall mean and refer to any Residence that is subject to a condominium form of ownership.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a Residence.

Section 7. "Declarant" shall mean and refer to American Community Real Estate of Dunedin, Inc., a Florida corporation, its successors and assigns.

Section 8. "Articles" and "By-Laws" shall mean and refer to the Articles of Incorporation and the By-Laws of the Association as they exist from time to time.

Section 9. "Declaration" shall mean and refer to this instrument as it may from time to time be amended.

Section 10. "Recreation Facility" shall mean and refer to any Common Properties upon which the Declarant may elect, but shall not be required, to construct certain improvements which may, but do not necessarily, include a swimming pool, tennis courts and a cabana.

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 Properties which right and easement shall be appurtenant to and shall pass with the title to each Residence and shall be subject to and limited by the following:

(a) The right of the Association to suspend an Owner's right and easement to use the Common Properties for any period during which any assessment against said Owner's Residence remains unpaid.

(b) The right of the Association to suspend an Owner's right and easement to use the Common Properties for a period not to exceed sixty (60) days for any violation of the terms and conditions of this Declaration, the Articles and By-Laws or the Rules and Regulations of the Association.

(c) The right of the Association to dedicate or transfer all or any portion of the Common Properties to any public agency, authority or utility, provided however, that no such dedication or transfer shall be effective until approved by an affirmative vote of the holders of two-thirds (2/3) of the total votes of the Association.

Section 2. Owners' Easements of Ingress and Egress. Every Owner shall have, as an appurtenance to their Residences, a perpetual easement for ingress and egress to and from their Residence over and upon the Common Properties.

Section 3. Delegation of Use. Any Owner may delegate the right and easement granted to said Owner pursuant to this Article II to the members of his family or his tenants who reside in his Residence but any such delegation shall be subject to and limited by the terms and conditions of this Declaration, the Articles and By-Laws of the Association and the Rules and Regulations of the Association.

Section 4. Restraint Upon Separation. The right and easement granted to an Owner pursuant to this Article II are appurtenant to his Residence, shall not be separated therefrom and shall

pass with the title to this Residence, whether or not separately described.

Section 5. Recreation Facility. Every owner shall have a non-exclusive right and easement of enjoyment in and to the Recreation Facility which right and easement shall be appurtenant to and shall pass with the title to each Residence and shall be subject to and be limited by the following:

(a) The right of the Association to suspend an Owner's right and easement to use the Recreation Facility for any period during which any assessment against said Owner's Residence remains unpaid.

(b) The right of the Association to suspend an Owner's right and easement to use the Recreation Facility for a period not to exceed sixty (60) days for any violation of this Declaration, the Articles and By-Laws or the Rules and Regulations of the Association.

The Recreation Facility shall be used only for recreational and/or leisure time purposes and activities and the Association and its members, by their acceptance of a deed to a Residence, agree that the Recreation Facility shall be used only and exclusively for lawful purposes, and that they will not use or permit or suffer anyone to use the Recreation Facility for any purposes in violation of the laws of the United States, the State of Florida, the ordinances and regulations of Pinellas County or the rules and regulations of the National Board of Fire Underwriters or such other body exercising a similar function.

Section 6. Maintenance. It shall be the obligation of the Association to assess, levy, enforce and collect any and all assessments from the members of the Association which are required in order to maintain, operate, administrate and repair the Recreation Facility.

Section 7. Rights of Declarant. Declarant shall always have the right, both prior to and subsequent to any conveyance of the Recreation Facility to the Association, to use the Recreation

Facility for all lawful purposes, which right includes, but is not limited to, the following:

(a) The right to use, occupy, demonstrate and show all portions of the Recreation Facility for the purpose of promoting and aiding in the marketing, sale or rental of any portion of the real property subject to or which may be subject to this Declaration. Such rights may not be exercised in an unreasonable manner inconsistent with the rights of Association and its members to use, occupy and enjoy the Recreation Facility. The exercise of such rights by Declarant shall not reduce, abate or suspend in any way the obligation of Association and its members to maintain, operate, administer and repair the Recreation Facility.

(b) Display and erect signs, billboards and placards; and store, keep, exhibit and distribute printed, audio and visual promotional materials in and about the Recreation Facility.

(c) Establish and promulgate rules and regulations concerning the use of the Recreation Facility not inconsistent with any of the provisions of this Declaration.

Section 8. Conveyance to Association. The Association shall be obligated to accept any and all deeds of conveyance delivered to it by Declarant, which deeds convey title to Common Properties.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner including the Declarant shall automatically be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Residence, and any such membership shall terminate simultaneously with any termination of such ownership.

Section 2. Voting. Each member shall be entitled to cast one vote for each Residence owned by said member. When any Resi-

dence is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same Residence, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify the Secretary of the Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of that Residence.

Section 3. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument conveying record fee title to any Residence and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by his acceptance of such instrument, become a member of the Association, and the membership of the prior Owner shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall become a member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest. The foregoing shall not, however, limit the Association's powers or privileges. The interest, if any, of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his real Residence. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the Residence upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be

separated from the Residence interest upon which membership is based.

Section 4. Declarant Control of Association. Notwithstanding anything herein to the contrary, until January 1, 1990 or an earlier date as the Declarant may decide, the Declarant shall have a total number of votes equal to not less than the number of votes cumulatively held by all other members, plus one (1), providing it with a majority of the votes of the membership. Upon expiration of the stated period, the Declarant shall continue to possess voting rights incident to ownership as described herein.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation for Assessments. By acceptance of a deed to a Residence, each Owner other than the Declarant is deemed to covenant and agree to pay to the Association annual and special assessments as hereinafter provided, regardless whether such covenant and agreement shall be expressed in such deed. The annual and special assessments, together with interest, costs and reasonable attorneys' fees incurred in collecting same, shall be secured by a continuing lien upon the Residence against which each such assessment is made. Each Owner shall be personally liable for all assessments coming due upon his Residence while he is the Owner of said Residence.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of residents in the Properties, for the maintenance, operation, administration, repair and improvement of the Common Properties, and for the periodic trimming of grassy areas of Residences.

Section 3. Amount of Annual Assessment. Until October 1, 1981, the annual assessment for each Residence shall be Four Hundred Twenty Dollars (\$420.00) payable at the rate of Thirty-Five Dollars (\$35.00) per month. Thereafter, the amount of the

annual assessment shall be determined in accordance with the Articles and By-Laws.

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 an improvement upon the Common Properties, including fixtures and personal property related thereto, provided that any such special assessment shall have been first approved by two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 5. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Residences and said assessments may be collected on a monthly basis.

Section 6. Date of Commencement of Assessments. The assessments provided for herein shall commence against each Residence on the date of its conveyance by Declarant to a purchaser thereof. The annual assessment for the year in which this Declaration is recorded in the Public Records of Pinellas County, Florida, shall be adjusted in accordance with the number of months remaining in said year from and after said recordation. The Board of Directors of the Association shall fix the amount of the annual assessment against each Residence at least thirty (30) days in advance of each such annual assessment period. Written notice of each annual assessment shall be sent to each Owner subject thereto and the Association shall establish the due dates thereof. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessments levied against a specific Residence have been paid. No Residence located upon the Properties or upon any real property which may be made subjected to this Declaration pursuant to Article XIII hereof shall be

subject to any assessment hereunder, either special or general, until such time as said Residence is both subjected to this Declaration and conveyed by the Declarant or the subjecting party to a purchaser thereof. For the purposes of this Section 6, no conveyance by the Declarant, its successors or assigns, or any subjecting party which is solely for convenience purposes or to a subsidiary or affiliated entity or person shall be deemed to be a conveyance giving rise to the assessment obligations hereunder.

Section 7. Subordination of the Lien to Mortgages. The lien for assessments provided for in this Article IV shall be subordinate and inferior to the lien of any first mortgage upon a Residence. The sale or transfer of a Residence shall not affect or impair any assessment lien thereon except that the sale or transfer of any Residence pursuant to a first mortgage foreclosure or deed in lieu thereof shall extinguish the lien for such assessments as to assessments which became due and payable prior to such sale or transfer. No such sale or transfer shall relieve a Residence from the lien securing any assessments which become due and payable subsequent thereto nor shall it relieve the mortgagee or purchaser thereof from the obligation to pay said subsequent assessments.

Section 8. Enforcement. A lien against a Residence arising pursuant to this Article IV shall be evidenced by a claim recorded among the Public Records of Pinellas County, Florida, and shall be effective from and as of the time of such recording but such lien shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of the recording of said claim of lien by the Association. Any such lien may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage of real property. The Association may bid in the Residence at foreclosure sale and apply as a credit against its bid all sums due the Association secured by the lien being enforced and the Association may acquire and hold, lease, mortgage and convey any Residence so acquired. The Association, acting by

and through its Board of Directors, shall have the right to assign its claim for any unpaid assessments and the lien securing said claim to the Declarant.

Section 9. Interest. Assessments and installments thereof not paid when due shall bear interest from the due date until paid at the maximum rate allowed by law.

ARTICLE V
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be constructed, erected, maintained, placed or altered on any Residence nor shall any alteration in the exterior appearance or color of any building or other structure be made until the plans and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted and approved in writing by the Board of Directors of the Association or by an architectural review board composed of three (3) or more representatives appointed by said Board of Directors. Approval or disapproval of any such plans and specifications may be based upon any considerations, including purely aesthetic considerations, so long as such considerations are applied on a uniform basis throughout the Properties. In the event said Board, or its designated committee, fails to approve or disapprove any such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval of same shall not be required and the provisions of this Article V shall be deemed to have been fully complied with. In no event shall the provisions of this Article V ever apply to the Declarant, its successors or assigns, or to any party subjecting real property to this Declaration pursuant to Article XI hereof and said parties shall have the absolute right to construct, erect, place, maintain and alter buildings, fences, walls, improvements and other structures on, under, over and across the Properties or any portion thereof without any

approval of said Board of Directors or its designated committee being required.

ARTICLE VI

POWERS AND RESPONSIBILITIES OF THE ASSOCIATION

The powers and duties of the Association shall include those set forth in this Declaration and the Articles and By-Laws and shall include, but not be limited to, the following:

A. The power and duty to levy, assess and collect assessments and to maintain, operate, administer and repair (i) the Common Properties including; (ii) all portions of the properties which are to be maintained, operated, administered or repaired by the Association pursuant to this Declaration or the Articles and By-Laws and (iii) all recreation facilities used in common by Owners.

B. The power and duty to keep accounting records in accordance with generally accepted accounting principles.

C. The power to enter into contracts with others for the maintenance, management, operation and repair of the Properties and/or the Common Properties.

D. The power to adopt to reasonable rules and regulations for the maintenance and conservation of the Properties and the Common Properties and for the health, comfort, safety and welfare of the Owners, all of whom shall be subject to such rules and regulations.

E. The power to purchase Residences and to acquire, hold, lease, mortgage and convey same.

ARTICLE VII

MAINTENANCE BY ASSOCIATION

It shall be the duty and obligation of the Association to maintain and repair all sidewalks, paths, walks, lanes and road-

ways contained within the Properties which are not maintained by the City of Dunedin or County of Pinellas, State of Florida, and to levy, assess and collect from the members of the Association other than the Declarant all sums necessary to perform said maintenance and repairs. Notwithstanding the foregoing, the Association shall not be responsible for the maintenance or repair of driveways contained within the boundaries of Lots and each such driveway shall be maintained and repaired at the sole cost and expense of the Owner thereof. It shall also be the duty and obligation of the Association to trim grassy portions of Residences as often as the Association deems necessary. The Association shall not be required to render with respect to Residences any other services including, but not limited to, landscaping, painting and repair.

ARTICLE VIII
OBLIGATIONS OF OWNERS

In addition to all other obligations and duties set forth in this Declaration, every Owner shall:

- A. Promptly pay all assessments levied against him by the Association.
- B. Maintain, repair and replace, at his own cost and expense, all portions of his Residence requiring maintenance, repair or replacement; provided, however, that no Owner shall make any alteration, decoration, repair, replacement, change or paint, nor place any screens, jalousies or other enclosures on any portion of his Residence without first obtaining prior written approval in accordance with Article V above.
- C. Not to use or permit the use of his Residence for any purpose other than as permitted by this Declaration and in conformity with the Articles and By-Laws of the Association and the Rules and Regulations adopted from time to time by the Association.

D. No pets, birds, fish or other animals shall be kept or maintained in or about the Properties except in accordance with the following:

i. Each Owner shall be allowed to keep one (1) dog or cat owned by said Owner in his Residence, which dog or cat shall not exceed twenty (20) pounds in weight. No dog or cat shall be permitted outside of its Owner's Residence unless attended by an adult and on a leash not more than six (6) feet long. Said dogs and cats shall only be walked or taken upon those portions of the Common Properties designated by the Association from time to time for such purposes. In no event shall said dogs and cats ever be allowed to be walked or taken on or about the Recreation Facility.

ii. Small domestic pets other than dogs and cats may only be kept if they do not violate regulations established by the Association and shall be permitted only in the Residences and not upon the Common Properties. The Association shall have the power to change said regulations from time to time, but any small domestic pets permitted prior to such change shall not be affected by such change.

iii. Birds, pets, fish or other animals shall not be kept on or about the Properties for commercial purposes.

E. Conform to and abide by this Declaration, the Articles and By-Laws and the Rules and Regulations which may be adopted in writing from time to time by the Association.

F. Display no sign, advertisement or notice of any type whatsoever upon his Residence and erect no exterior antennae or aeriels except in accordance with regulations promulgated by the Association.

G. Return his Residence for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction thereof.

ARTICLE IX
EASEMENTS

Section 1. The Properties are hereby made subject to any and all easements shown as reserved on the recorded Plat(s) of the Properties. Owners shall not place or maintain any structure, planting or other material which would interfere with any of said easements.

Section 2. The Properties shall be subject to such easements for utilities including, but not limited to, water, sewer, electric and cable television as may be reasonably required to properly and adequately serve the Properties as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the Properties and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use of any portion of the Properties and said easements shall survive any termination of this Declaration. To the extent that the creation of any such utility easements requires the joinder of Owners, the Declarant by its duly authorized officers may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such instruments and the Owners, by the acceptance of deeds to their Residences, irrevocably nominate, constitute and appoint the Declarant, through its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this Article IX shall recite that it is made pursuant to this Article.

Section 3. All Residences are hereby made subject to an easement and right in favor of the Association to enter upon said

Residences for the purpose of maintaining, mowing, removing, clearing, cutting or pruning grass, underbrush, weeds or any other growth located upon any of said Residences. Additionally, all Residences shall be subject to an easement in favor of the Association through which a master sprinkler system owned and operated by the Association may be located; provided, however, no exercise of any such easement shall unreasonably interfere with the use of the Residence subject to same. Any easements and rights granted pursuant to this section shall survive any termination of this Declaration.

Section 4. Certain dwellings constructed on the Properties may be situate so that an exterior wall of any such dwelling is located upon or immediately adjacent to the boundary line between the Residence upon which said dwelling is located and an adjoining Residence. In all such cases, said adjoining Residence shall be subject to an easement and right of ingress and egress in favor of the Owner of the Residence upon which said dwelling is located which easement shall be for the purpose of performing proper and normal maintenance upon said wall. However, no exercise of any such easement and right created pursuant to this Section 4 shall unreasonably interfere with the use of the Residence subject to same. Any easements and rights granted pursuant to this Section 4 shall survive any termination of this Declaration.

Section 5. Certain dwellings constructed on the Properties may be situate so that portion of the roof of any such dwelling may overhang an adjoining Residence by not more than three (3) feet. In all such cases, said adjoining Residence shall be subject to an easement and right in favor of the Owner of the Residence upon which any such dwelling is situate which easement and right shall be for the purposes of (a) permitting the existence of said roof overhang and (b) allowing ingress and egress for the performance of proper and normal maintenance to said roof overhang. However, no exercise of any such easement and right created pursuant to this Section 5 shall unreasonably

interfere with the use of the Residence subject to same. Any easements and rights granted pursuant to this Section 5 shall survive any termination of this Declaration.

Section 6. Certain fences located on the Properties may be situate so that same are located upon or immediately adjacent to the boundary line between the Residence upon which a fence is located and an adjoining Residence. In all such cases, said adjoining Residence shall be subject to an easement and ingress and egress in favor of the Owner of the Residence upon which said fence is located, which easement shall be for the purpose of performing proper and normal maintenance upon said fence. However, no exercise of any such easement and right created pursuant to this section shall unreasonably interfere with the use of the Residence subject to same. Any easement and right granted pursuant to this section shall survive any termination of the Declaration. In the event of damage or destruction of any fence located upon said boundary line from any cause whatsoever, other than the negligence or wilful misconduct of the Owner of the Residence upon which said fence is located, the adjoining Owner(s) shall, at his joint expense with the other Owner, repair or rebuild said wall and each such Owner, his successors and assigns, shall have the right to full use as herein stated of said fence so repaired or rebuilt. If any Owner's negligence or wilful misconduct causes damage to or destruction of said fence, such negligent or wilfully mischievous Owner shall bear the entire cost of repair or reconstruction. If any Owner shall refuse to pay his share of such costs, the other Owner may have the fence repaired or reconstructed and shall be entitled to a lien on and against the adjoining Residence of the Owner so failing to pay for the amount of his share of such costs. The operation and foreclosure of such lien shall be in accordance with Article IV, Section 8 of this Declaration.

ARTICLE X
RIGHTS OF DECLARANT

Notwithstanding anything to the contrary herein contained, Declarant, or its successors and assigns, so long as it or they own any real property subject to this Declaration or any of the real property described in Exhibit "B" attached hereto, shall have the right to:

A. Use, occupy, demonstrate and show all portions of the Properties owned by them for the purpose of promoting and aiding in the development, marketing, sale or rental of any portion of the Properties owned by them or of any portion of the real property described in Exhibit "B" owned by them.

B. Display and erect signs, billboards and placards upon any portion of the Properties owned by them.

C. Operate and maintain sales offices and related facilities upon the Common Properties and upon any portion of the Properties owned by them.

ARTICLE XI
ADDITIONS TO THE PROPERTIES

Section 1. Annexation. All or any portion of the real property described in Exhibit "B" attached hereto may, upon receipt of the Declarant's written approval, be annexed from time to time to the Properties by the owner of all or any portion thereof, without any consent of the Association or its members other than the Declarant being required. Upon any such annexation, the real property so annexed shall be subject to all of the terms, conditions, provisions, limitations, assessment and lien rights, easements and restrictions contained in this Declaration and the annexing party thereof and any Owners of Residences thereon shall be entitled to all of the rights and privileges set forth in this Declaration and shall be subject to all of the burdens imposed by this Declaration.

Section 2. The Declarant or its successors, assigns or devisees, from time to time may, in their sole discretion, cause all or any portion of the real property described in Exhibit "B" attached hereto to become subject to the Declaration; but under no circumstances shall they be required to make any such additions, and no portion of the real property described in Exhibit "B" shall be subject to or encumbered by this Declaration until such time as said portion is annexed to the Properties in accordance with the provisions of this Article XI.

Section 3. Any annexations to the Properties in accordance with this Article XI shall either be made by recording a supplementary Declaration of Covenants, Conditions and Restrictions in the Public Records of Pinellas County, Florida, which shall subject the real property described therein to the terms and conditions of this Declaration, or by stating in any instrument by the Declarant, its successors or assigns, to any individual or entity that said instrument is and shall be subject to this Declaration as recorded in the Official Records of Pinellas County, Florida.

ARTICLE XII

ENFORCEMENT

Enforcement of the terms, conditions, restrictions, covenants, reservations, liens and charges contained in this Declaration shall be by any proceeding at law or in equity against any person or entity violating or attempting to violate any of same, either to restrain violation or to recover damages, or against any real property subject to this Declaration or to enforce any lien rights hereunder. Any such proceeding, action or suit may be brought by the Association, any Owner or the Declarant, its successors or assigns. Failure by any Owner, the Association or the Declarant, its successors or assigns, to enforce any covenant or restriction contained herein for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same. Should the Association find it necessary to institute legal action

against a member of the Association other than the Declarant to enforce compliance with this Declaration, the Articles and By-Laws of the Association or the Rules and Regulations of the Association, upon a finding by a court in favor of the Association, the defendant member shall reimburse the Association for its costs of suit, including reasonable attorney's fees at both trial and appellate level, incurred by it in bringing such action. The payment of any monetary award by the Court in such legal action shall be secured by a lien against the Residence of said defendant member. The operation and foreclosure of such lien shall be in accordance with Article IV, Section 8 of this Declaration.

ARTICLE XIII

AMENDMENT OF DECLARATION

So long as Declarant, its successors or assigns, owns any Residence or any portion of the real property described in Exhibit "A" or Exhibit "B" attached hereto, it or they may change, amend or add to this Declaration, provided that the right to make any such change, amendment or addition is exercised in a reasonable manner so as not to materially adversely affect the general plan of the Properties. Any such changes, amendments or additions shall be made by Declarant, its successors or assigns, executing a written instrument setting forth same and recording same in the Public Records of Pinellas County, Florida. At such time as Declarant, its successors and assigns, no longer own any of the real property described in Exhibit "A" and Exhibit "B" attached hereto, this Declaration may be amended in whole or in part by an instrument in recordable form duly executed by the holders of not less than two-thirds (2/3) of the total votes of the members of the Association. No such amendment shall be effective until such time as it is duly recorded in the Public Records of Pinellas County, Florida.

ARTICLE XIV

TERM

This Declaration and all of the covenants, conditions and limitations contained herein shall remain in full force and effect and shall run with and bind the land subject to the Declaration for a term of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year term, this Declaration shall automatically be extended for successive periods of ten (10) years unless the holders of two-thirds (2/3) of the total votes of the members of the Association vote to terminate same at a meeting duly called for such purpose.

ARTICLE XV

TERMINATION

Upon any termination of the Association, all Owners of any portion of the Properties except for the Declarant and its successors and assigns shall be jointly and severally obligated to perform each and every of the Association's covenants, promises and undertakings contained in this Declaration.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

Section 1. Binding Effect. The provisions, conditions, terms and covenants herein contained shall bind and the benefits and advantages shall inure to the Declarant, its successors, assigns, trustees, receivers and personal representatives.

Section 2. Applicable Law. This Declaration shall be construed, enforced and interpreted in accordance with the laws of the State of Florida.

Section 3. Captions. The captions of sections of this Declaration are for convenient reference only and shall not affect

the construction or interpretation of any of the provisions set forth herein.

Section 4. Invalidity of Provisions. The unenforceability for any reason of any term, condition, covenant or provision of this Declaration shall neither limit nor impair the operation, enforceability or validity of any other term, condition, provision or covenant of this Declaration.

Section 5. Gender. Wherever the masculine singular form of the pronoun is used in this Declaration, it shall be construed to include the masculine, feminine or neuter, singular or plural, as the context may require.

IN WITNESS WHEREOF this Declaration of Covenants, Conditions and Restrictions has been duly executed on this 5th day of

January, 1988.

Signed, Sealed and Delivered in the Presence of:

Marilyn C. Rickman
Suzanne C. Bares

AMERICAN COMMUNITY REAL ESTATE OF DUNEDIN, INC. a Florida corporation

By: Allen G. Hoyer President

Attest: Ronald A. Ruffell Secretary

D.R. 5149 PAGE 1354

Exhibit "A"

Lots 24 through 31 inclusive, of Willow Wood Village Subdivision, according to the Plat thereof as recorded in Plat Book 83, Page 9, of the Public Records of Pinellas County, Florida.

Exhibit "B"

Lots 1 through 23 inclusive, Lots 32 through 106 inclusive, and Tracts A, B, C, D, and E, of Willow Wood Village Subdivision according to the Plat thereof as recorded in Plat Book 83, Page 9, of the Public Records of Pinellas County, Florida.

PREPARED BY AND RETURN TO:
JOSEPH R. CIANFRONE, P.A.
1964 BAYSHORE BOULEVARD, SUITE A
DUNEDIN, FLORIDA 34698

**CERTIFICATE OF AUTHENTICITY
AS TO THE
ARTICLES OF INCORPORATION
OF
WILLOW WOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN that the attached Exhibit "A" constitutes a true and correct copy of the Articles of Incorporation of Willow Wood Village Homeowners Association, Inc., as same may have been amended from time to time.

WILLOW WOOD VILLAGE HOMEOWNERS ASSOCIATION, INC. is the Homeowners Association organized for the purpose of administering a development known as Willow Wood Village in Pinellas County, Florida, in accordance with that certain Declaration of Covenants, Conditions and Restrictions for Willow Wood Village, recorded in O.R. Book 5149, Page 1332 et seq. of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, _____, as President, and _____ as Secretary, of WILLOW WOOD VILLAGE HOMEOWNERS ASSOCIATION, INC. have executed this Certificate in accordance with the authority vested in them as President and Secretary of the corporation, for and on behalf of the corporation, on this _____ day of _____, 2014.

Two Witnesses as to
President:

WILLOW WOOD VILLAGE
HOMEOWNERS ASSOCIATION, INC.

Witness Signature

By: _____, President

Witness Printed Name

Witness Signature

Witness Printed Name

Attest:

_____, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared _____ and _____, to me known to be the President and Secretary, respectively, of WILLOW WOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced _____ and _____ (type of identification) as identification and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this _____ day of _____, 2014.

Notary Public
State of Florida

My Commission Expires:

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of WILLOW WOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on January 26, 1981, as shown by the records of this office.

The document number of this corporation is 756035.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twentieth day of August, 2014



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

ARTICLES OF INCORPORATION

-of-

WILLOW WOOD VILLAGE HOMEOWNERS ASSOCIATION, INCORPORATED

A Non-Profit Corporation

FILED 756033
JAN 26 12 09 PM '81
SECRETARY OF STATE
MIAMI, FLORIDA

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes, and do hereby state as follows:

ARTICLE I

NAME

The name of this corporation shall be WILLOW WOOD VILLAGE HOMEOWNERS ASSOCIATION, INC. ("Association").

ARTICLE II

PURPOSES

The purposes for which this Association is formed are as follows:

A. To form an "Association" and, as such, to operate, maintain, repair, improve, lease and administer the Properties and Common Properties which from time to time are subject to the Declaration of Covenants, Conditions and Restrictions for WILLOW WOOD VILLAGE, and recorded in the Official Records of Pinellas County, Florida (said Declaration, as amended from time to time, is hereinafter referred to as the "Declaration"), and to perform the acts and duties necessary and desirable for the management of the Properties and Common Properties which from time to time are subject to the Declaration (said Properties and Common Properties are hereinafter collectively referred to as the "Property"); and to own, operate lease, sell and trade property, whether real or personal, including Residences and Units

firmative vote of the holders of two-thirds (2/3) of the total votes of the Association.

I. To participate in mergers and consolidations with other non-profit corporations provided that any such merger or consolidation shall have been approved by holders of two-thirds (2/3) of the total votes of the Association.

J. The Association shall have all of the common law and statutory powers provided under the laws of the State of Florida, and those powers provided by the Declaration, these Articles and the By-Laws of the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Every Owner including the Declarant shall automatically be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Residence, and any such membership shall terminate simultaneously with any termination of such ownership. Each Member shall be entitled to cast one vote for each Residence owned by said Member. When any Residence is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same Residence, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify the Secretary of the Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of that Residence. Change of membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument conveying record fee title to any Residence and by the delivery to

the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by his acceptance of such instrument, become a Member of the Association, and the membership of the prior Owner shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall become a Member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest. The foregoing shall not, however, limit the Association's powers or privileges. The interest, if any, of a Member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Residence. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the Residence upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the Residence interest upon which membership is based. Notwithstanding anything herein to the contrary, until January 1, 1990 or an earlier date as the Declarant may decide, the Declarant shall have a total number of votes equal to not less than the number of votes cumulatively held by all other Members, plus one (1), providing it with a majority of the votes of the membership. Upon expiration of the stated period, the company shall continue to possess voting rights incident to ownership as described herein. The vote of the majority of the votes entitled to be cast by the Members present, or represented by proxy, at a meeting at which a quorum is present, shall be the act of the Members meeting except with respect to those matters requiring a greater vote in accordance with other provisions of these Articles or the Declaration and except in the following circumstances:

- (1) The dedication or transfer of all or any part of the Common Properties by the Association to any public

agency, authority or utility or the sale or disposition of all or any part of its property for any purpose, in which case an affirmative vote of the holders of two-thirds (2/3) of the total votes of the Association shall be required.

(ii) The participation in a merger or consolidation with other corporations not for profit shall require the same vote as provided in (i) above.

(iii) The increase of the annual assessment by more than twenty percent (20%) of the previous year's annual assessment shall require the same vote as provided in (i) above.

ARTICLE IV

EXISTENCE

This Association shall have perpetual existence.

ARTICLE V

SUBSCRIBERS

The names and street addresses of the subscribers to these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
Allen C. Harper	999 Brickell Avenue, Suite 620 Miami, Florida 33131
William M. Holladay	999 Brickell Avenue, Suite 620 Miami, Florida 33131
Ronald A. Shuffield	999 Brickell Avenue, Suite 620 Miami, Florida 33131

ARTICLE VI

DIRECTORS

A. The affairs and property of the Association shall be managed and governed by a Board of Directors ("Board of Directors").

composed of not less than three (3) persons ("Directors"). The first Board of Directors shall have three (3) Members and, in the future, the number shall be determined from time to time in accordance with the Association's By-Laws.

B. Directors shall be elected by the Members in accordance with the By-Laws at the regular annual meetings of the membership of the Association. Directors shall be elected to serve for a term of one (1) year and, in the event of a vacancy, the remaining Directors may appoint a Director to serve the balance of said unexpired term. The Directors named in Article VII shall serve until the first election of a director or directors as provided in the By-Laws and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

C. All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board as established by the By-Laws. The Board of Directors shall elect a President, Vice President, Secretary, Treasurer and such other officers as it shall deem desirable. The President shall be elected from among the membership of the Board of Administration but no other officer need be a Director.

ARTICLE VII

FIRST BOARD OF DIRECTORS

The following persons shall constitute the first Board of Directors and shall serve until the first election of the Board of Directors at the first regular meeting of the membership:

<u>Name</u>	<u>Address</u>
Allen C. Harper	999 Brickell Avenue, Suite 620 Miami, Florida 33131
William M. Holladay	999 Brickell Avenue, Suite 620 Miami, Florida 33131
Ronald A. Shuffield	999 Brickell Avenue, Suite 620 Miami, Florida 33131

ARTICLE VIII

OFFICERS

Subject to the direction of of the Board of Directors, the affairs of the Association shall be administered by officers who shall be elected by and serve at the pleasure of said Board of Directors. The following persons shall constitute the initial officers of the Association and they shall continue to serve as such officers until removed by the Board of Directors:

<u>Name</u>	<u>Office</u>
Allen C. Harper	President 999 Brickell
William M. Holladay	Vice President suite 620
Ronald A. Shuffield	Secretary/Treasurer Miami, Fla 33131

ARTICLE IX

BY-LAWS

A. The By-Laws of this Association shall be adopted by the Board of Directors. The By-Laws may be amended by the Members in the manner provided in s By-Laws.

B. No amendment to the By-Laws shall be passed which would change the rights and privileges of the Declarant referred to in the Declaration without the Developer's written approval.

C. No amendment to the By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagee.

ARTICLE X

AMENDMENTS

A. Proposals for amendments to these Articles of Incorporation which do not conflict with the Declaration may be made by a majority of the Board of Directors or a majority of the Members. Such proposals shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the Members not less than ten (10) days nor more than sixty (60) days

following his receipt of the proposed amendment. Notice of such special meeting shall be given and posted in the manner provided in the By-Laws. An affirmative vote of Members holding two-thirds (2/3) of the total votes of the Association shall be required for approval of the proposed amendment.

B. Any Member may waive any or all of the requirements of this Article as to the submission of proposed amendments to these Articles of Incorporation to the President or notice of special meetings to vote thereon, either before, at or after a membership meeting at which a vote is taken to amend these Articles.

C. Notwithstanding the provisions of Paragraph A above, no amendment may be made to these Articles of Incorporation which would in any way prejudice or impair any right or privilege of the Declarant of the Declaration ("Declarant") without the Declarant's prior written consent thereto.

ARTICLE XI
INDEMNIFICATION

Every Director and 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, in connection with any proceedings or any settlement thereof, to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that all settlements must be approved by the Board of Directors as being in 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.

ARTICLE XII

ARCHITECTURAL REVIEW

The Board of Directors may but shall not be required to appoint a committee to be known as the Architectural Review Board (the "Board"). The Board, subject to the terms and conditions of the Declaration, shall have the power to promulgate from time to time residential planning criteria for the Residences and Condominium Units subject to the Declaration. Any residential planning criteria promulgated by the Board shall be subject to the final approval of the Developer, its successor or assigns. In addition, the Board shall have the power to approve all improvements of any kind or description to be erected, constructed or maintained on the Properties subject to the Declaration by any owner or resident other than the Developer, its successors or assigns, and to approve any exterior additions to or changes or alterations thereto, subject to the final approval of the Declarant, its successors or assigns.

ARTICLE XIII

CONSTRUCTION

In the event of any conflict or ambiguity between the terms and conditions of the Declaration and these Articles or the By-Laws, the Declaration shall have priority over these Articles and the By-Laws and the terms and conditions of the Declaration shall take precedence over and supersede the terms and conditions of the Articles and the By-Laws. In the event of a conflict between these Articles and the By-Laws, the terms of the Articles shall take precedence over the terms of the By-Laws. Any conflict or ambiguity with regard to the affairs of the Association shall be resolved by reference to this provision.

ARTICLE XIV

ADDRESS

The principal address of the Association shall be 161 Darby Court, Dunedin, Florida 33528 or such other place as may be subsequently designated by the Board of Directors.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Miami, Dade County, Florida, this 13th day of January, 1981.

Signed, Sealed and Delivered
in the Presence of:

Suzanne C. Dale
Judith Friedman

Cheryl Stephens
Glenn J. Hunter

Suzanne C. Dale
Judith Friedman

Allen C. Harper
Allen C. Harper

William M. Holladay
William M. Holladay

Ronald A. Shuffield
Ronald A. Shuffield

STATE OF FLORIDA)
) ss
COUNTY OF)

BEFORE ME, a Notary Public authorized to take acknowledgments in the State and County set forth above, personally appeared WILLIAM M. HOLLADAY, known to me and known by me to be the subscriber described in and who executed the foregoing Articles of Incorporation and he acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State and County aforesaid this 12th day of January, 1981.

W. J. Minton
NOTARY PUBLIC, STATE OF FLORIDA AT
LARGE

My commission expires: Notary Public, Florida, State at Large
My Commission Expires June 4, 1982

STATE OF FLORIDA)
) ss
COUNTY OF)

BEFORE ME, a Notary Public authorized to take acknowledgments in the State and County set forth above, personally appeared ALLEN C. HARPER and RONALD SHUFFIELD, known to me and known by me to be the subscribers described in and who executed the foregoing Articles of Incorporation and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State and County aforesaid this 13th day of January, 1981.

Suzanne C. Hall
NOTARY PUBLIC, STATE OF FLORIDA AT
LARGE

My Commission Expires: 11/1/81

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST -- WILLOW WOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF DUNEDIN, STATE OF FLORIDA, HAS NAMED ALLEN C. HARPER, LOCATED AT 999 BRICKELL AVENUE, SUITE 620, CITY OF MIAMI, STATE OF FLORIDA, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

SIGNATURE *Allen C. Harper*
(CORPORATE OFFICER)
TITLE PRESIDENT *Allen C. Harper*
DATE January 5, 1981

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE *Allen C. Harper*
ALLEN C. HARPER
(RESIDENT AGENT)
DATE January 5, 1981

BY-LAWS

-of-

WILLOW WOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

GENERAL

Section 1. Name. The name of the corporation shall be WILLOW WOOD VILLAGE HOMEOWNERS ASSOCIATION, INC. ("Association").

Section 2. Principal Office. The principal office of the Association shall be at 161 Darby Court, Dunedin, Florida 33528, or at such location as may be designated by the Association's Board of Administration. All books and records of the Association shall be kept at its principal office.

Section 3. Definitions. As used herein, the term corporation shall be synonymous with "Association" as defined in the Declaration of Covenants, Conditions and Restrictions for WILLOW WOOD VILLAGE, recorded in Official Records Book 5149, at Page 332 of the Public Records of Pinellas County, Florida, as amended ("Declaration"), and the words "Unit", "Residence", "Properties", "Common Properties", "Owners" and "Declarant" are defined as set forth in the Declaration.

ARTICLE II

DIRECTORS

Section 1. Number and Term. The number of directors ("Directors") which shall constitute the Association's Board of Directors shall be not less than three (3). Until succeeded by Directors elected at the first meeting of members ("Members"), Directors need not be Members of the Association, but, thereafter, all Directors, except for those Directors elected by the Declarant, shall be Members of the Association. Within the limits above specified, the number of Directors shall be elected to serve for a term of one (1) year or until his successor shall be elected and shall qualify. The first Board of Directors shall have three (3) members.

Section 2. Vacancy and Replacement. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office. Notwithstanding the foregoing, the Declarant is authorized to replace any Director elected by the Declarant.

Section 3. Removal. Any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing of holders of a majority of the total votes of the members. A special meeting of the members of the Association to recall a member or members of the Board of Directors may be called by holders of ten percent (10%) of the total votes of members giving notice of the meeting as required for a meeting of Members and the notice shall state the purpose of the meeting. No Director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever. The above provisions

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RETURN TO:
Lois Marotta
153 Chelsea Ct
Dunedin FL 34698

shall not be applicable to Directors elected or appointed by the Declarant. If any Director fails to pay any assessment levied against him by the Board of Directors, whether regular or special assessment, within thirty (30) days after its due date, he shall automatically be removed as a Director and the remaining Directors shall select a successor to serve the unexpired portion of the term of said removed Director.

Section 4. Powers. The property and business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by the Florida Statutes, the Articles of Incorporation or the Declaration. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

- A. To levy and collect regular and special assessments.
 - B. To use and expend the assessments collected to maintain, operate, lease, care for and preserve the Properties and the Common Properties, except those portions thereof which are required to be maintained, cared for and preserved by the Owners and/or condominium associations.
 - C. To purchase the necessary equipment required in the maintenance, care and preservation referred to above.
 - D. To enter into and upon the Residences when necessary, with as little inconvenience to the Residence Owners as possible, in connection with said maintenance, care and preservation.
 - E. To insure and keep insured said Common Properties against loss from fire and/or other casualty and the Owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable.
 - F. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Members for violations of these By-Laws, the Articles of Incorporation, the Declaration, and the rules and regulations promulgated by the Board of Directors.
 - G. To employ and compensate such personnel as may be required for the maintenance and preservation of the Properties and Common Properties.
 - H. To make reasonable rules and regulations for the occupancy of the Residences and the use of the Common Properties.
 - I. To acquire, rent or lease Residences Units and/or portions of the Common Properties in the name of the Association or a designee.
 - J. To contract for the management of the Properties and/or Common Properties and to delegate to such other party all powers and duties of the Association except those specifically required by the Declaration to have the specific approval of the Board of Directors or membership.
 - K. To carry out the obligations of the Association under any easements, restrictions or covenants running with any land subject to the Declaration.
- Section 5. Compensation.** Neither Directors nor officers shall receive compensation for their services as such.

Section 6. Meetings.

A. The first meeting of each Board of Directors newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the Members' meeting and immediately after the adjournment of same.

B. Special meetings shall be held whenever called by the president or a majority of the Board. The secretary shall give notice of each special meeting either personally or by mail or telegram, at least three (3) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting.

C. Meetings of the Board of Directors shall be open to all Members and, except in cases of emergency, notices of such meetings shall be posted conspicuously on the Common Properties at least forty-eight (48) hours in advance of such meetings.

D. A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

Section 7. Order of Business. The order of business at all meetings of the Board shall be as follows:

- A. Roll call.
- B. Reading of minutes of the last meeting.
- C. Consideration of communications.
- D. Resignations and elections.
- E. Reports of officers and employees.
- F. Reports of committees.
- G. Unfinished business.
- H. Original resolutions and new business.
- I. Adjournment.

Section 8. Accounting Records. The Association shall maintain accounting records according to generally accepted principles of accounting, consistently applied, which shall be open to inspection by Members or their authorized representatives at a reasonable time and written summaries of which shall be supplied at least annually to Members or their authorized representatives. Such records shall include, but are not limited to, a record of all receipts and expenditures and an account for each Residence and Unit which shall designate the name and address of the Owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due.

ARTICLE III

OFFICERS

Section 1. Executive Officers. The executive officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by the Board of Directors. Any two (2) of said offices may be united in one (1) person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association. If the Board so determines, there may be more than one (1) Vice-President.

Section 2. Subordinate Officers. The Board of Directors may appoint such other officers and agents as it may deem necessary, who shall hold office at the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to any officer. In the event that any officer fails to pay any assessment levied by the Board of Directors, whether regular or special assessment, within thirty (30) days of its due date, said officer shall automatically be removed from office and the Board of Directors shall appoint a successor.

Section 4. The President.

A. The President shall be chairman of, and shall preside at, all meetings of the Members and Directors, shall have general and active management authority over the business of the Association except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect, and shall execute bonds, mortgages and other contracts requiring a seal of the Association. The seal, when affixed, shall be attested by the signature of the Secretary.

B. He shall supervise and direct all other officers of the Association and shall see that their duties are performed properly.

C. He shall submit a report of the operations of the Association for the fiscal year to the Directors (whenever called for by them) and to the Members at their annual meeting, and from time to time shall report to the Board all matters within his knowledge which the best interests of the Association may require be brought to its notice.

D. He shall be an ex-officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Vice-President. The Vice-President shall be vested with all the powers and be required to perform all the duties of the President in his absence, together with such other duties as may be prescribed by the Board of Directors or the President.

Section 6. The Secretary.

A. The Secretary shall keep the minutes of meetings of the Members and of the Board of Directors in one (1) or more books provided for that purpose. The minute book shall be available for inspection by all Members, or their authorized representatives, and by the Board of Directors, which minutes shall be retained for a period of not less than seven (7) years.

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as otherwise required by law.

C. He shall be the custodian of the corporate records and of the seal of the Association and shall see that the seal of the Association is affixed to all documents, the execution of which, on behalf of the Association, under its seal, is duly authorized in accordance with the provisions of these By-Laws.

D. He shall keep a register of the post office address of each Member, which shall be furnished to the Secretary by such Member.

E. In general, he shall perform all duties incident to the office of the Secretary and other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Treasurer.

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursement, and shall render to the President and Directors, at the regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

C. He may be required to give the Association a bond in a sum and with one (1) or more sureties satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Association, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association.

Section 8. Vacancies. If the office of the President, Vice-President, Secretary, Treasurer or any other office established by the Board of Directors becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section 9. Resignations. Any Director or officer may resign his office at any time, in writing, which resignation shall take effect from time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner including Declarant shall automatically be a member of the Association. Membership

shall be appurtenant to and may not be separated from ownership of any Residence which is subject to this Declaration and any such membership shall terminate simultaneously with any termination of such ownership.

Section 2. Voting. Each member shall be entitled to cast one vote for each residence owned by said member. When any property entitling the Owner to membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify the Secretary of the Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of that property.

Section 3. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument conveying record fee title to any Residence and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by his acceptance of such instrument, become a member of the Association, and the membership of the prior Owner shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall become a member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest. The foregoing shall not, however, limit the Association's powers or privileges. The interest, if any, of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his real property. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the real property upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

Section 4. Declarant Control. Notwithstanding anything herein to the contrary, until January 1, 1990 or an earlier date as Declarant may decide, the Declarant shall have a total number of votes equal to not less than the number of votes cumulatively held by all other members, plus one (1), providing it with a majority of the votes of the membership upon expiration of the stated period, the company shall continue to possess voting rights incident to ownership as described herein.

ARTICLE V

MEETINGS OF MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at such place as may be stated in the notice of the meeting.

Section 2. Annual Meeting.

A. The first annual meeting of Members shall be held on November 2, 1981, if not a legal holiday and, if a legal

holiday, then on the next secular day following. In addition to the election of Directors at said first meeting, such other business as may properly come before the meeting may be transacted.

B. Regular annual meetings subsequent to the first meeting shall be held at 10:00 A.M. on the first Monday in November of each year if not a legal holiday and, if a legal holiday, then on the next secular day following.

C. At the annual meetings, the Members, by a majority vote (cumulative voting prohibited) shall elect a Board of Directors and transact such other business as may properly come before the meeting.

D. Written notice of the annual meeting shall be personally served upon or mailed by certified mail to each Member entitled to vote at such address as appears on the books of the Association, at least fourteen (14) days prior to the meeting. A notice of such meeting shall be posted at a conspicuous place on the Common Properties at least fourteen (14) days prior to the meeting.

Section 3. Membership List. At least fourteen (14) days before every election of Directors, a complete list of Members entitled to vote at said election, arranged numerically by Lots, with the residence of each Member, shall be prepared by the Secretary. Such list shall be produced and kept for said fourteen (14) days and throughout the election at the office of the Association and shall be open to examination by any Member throughout such time.

Section 4. Special Meetings.

A. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of Members holding one-third (1/3) of the total votes of the Association. Should the President fail to call such a special meeting, such Members may, in lieu thereof, call such meeting. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of Members stating the time, place and object thereof shall be served upon or mailed to each Member entitled to vote thereon at such address as appears on the books of the Association at least seven (7) days before such meeting. A notice of such meeting shall be posted at a conspicuous place on the Common Properties at least seven (7) days prior to the meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum. Members holding a majority of the total votes of the Association, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented,

any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one which, by express provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws requires a different vote, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote.

A. Members who are delinquent in the payment of assessments shall not be entitled to vote at any meeting of the Members, annual or special, for so long as any such assessments remain delinquent.

B. All proxies must be in writing, signed by the voting Member granting the proxy and filed with the Secretary prior to the meeting, annual or special, for which said proxy is granted. The proxy shall be valid only for such meeting or meetings subsequently held pursuant to an adjournment of that meeting. Proxies may be given only to a voting Member.

Section 8. Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted by any provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws in connection with any action of the Association, the meeting and vote of Members may be dispensed with if all Members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 9. Order of Business. The order of business at annual Members' meetings and, as far as practical, at other Members' meetings will be:

- A. Election of Chairman.
- B. Roll call.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading of minutes of prior meeting.
- E. Officers' reports.
- F. Committee reports.
- G. Elections.
- H. Unfinished business.
- I. New business.
- J. Adjournment.

ARTICLE VI

NOTICES

Section 1. Definition. Whenever, under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, notice is required to be given to any Director, officer or Member, it shall not be construed to mean

only personal notice, but such notice may be given in writing by mail by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the Association. Any such notice and any notice of any meeting of the Members, annual or special, need not be sent by certified mail, except as otherwise provided by statute, the Articles of Incorporation, these By-Laws or the Declaration.

Section 2. Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address. The address for notice to the Association is 161 Darby Court, Dunedin, Florida 33528.

ARTICLE VII

FINANCES

Section 1. Fiscal Year. The fiscal year shall be the calendar year.

Section 2. Checks. All checks or demands for money and notes of the Association shall be signed by any one (1) of the following officers: President, Vice-President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The Board of Directors, by resolution, may require more than one (1) signature.

Section 3. Determination of Assessments.

A. (1) The Board of Directors shall fix assessments adequate to meet the expenses of the Association. Expenses shall include expenses for the operation, maintenance, lease, repair or replacement of the Common Properties, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance, and any other expenses designated as common expenses by the Declaration or from time to time by the Board of Directors.

(2) Funds for the payment of expenses shall be assessed against Members other than the Declarant in the manner provided in the Declaration and said assessments shall be payable as provided in the Declaration.

(3) The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments and to lease, maintain, repair and replace the Common Properties and those portions of the Property which are to be maintained by the Association.

(4) Special assessments, which may be required by the Board of Directors, shall be levied and paid in the same manner as provided for regular assessments.

B. When the Board of Directors has determined the amount of any assessment, the Secretary or Treasurer shall mail or present a statement of the assessment to each of the Unit Owners. All assessments shall be payable to the Association and, upon request, the Secretary or Treasurer shall give a receipt for each payment made.

Section 4. Annual Budget. A copy of the Association's proposed annual budget of common expenses shall be mailed to each Member not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered together with a notice of that meeting. Such meeting of the Board of Directors shall be open to all Members.

Section 5. Working Capital and Reserve Fund.

A. The Board of Directors may establish a working capital fund for the initial months operation equal to a minimum amount of two (2) months' assessed estimated assessments for each Residence or Unit.

B. The Board of Directors shall have the right to assess Members other than the Declarant to establish a reserve fund for the future purchase of or replacement of or additions to the Common Properties and such reserve fund shall be held in trust by the Board or its designated nominee to be used solely for the purpose for which it was established.

Section 6. Payment of Assessments. All assessments shall be payable to the Association upon receipt of a statement from the Association setting forth the amount thereof. Assessments shall be made against Members other than the Declarant not less frequently than monthly in advance, in amounts not less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all the unpaid operating expenses previously incurred.

Section 7. Limitation on Expenditures. Notwithstanding anything else in these By-Laws, the Articles of Incorporation or the Declaration which authorizes expenditures, after the first election of Directors, the majority of which are comprised of Members other than Developer, no expenditure for the improvement of the Common Properties exceeding Five Thousand and No/100 Dollars (\$5,000.00) per annum shall be made without the approval of Members holding a majority of the total votes of the Association except for the repair of the Common Properties due to casualty loss.

Section 8. Application of Payments and Accounting of Funds. All sums collected by the Association from assessments may be held in a single fund or divided into more than one (1) fund as determined by the Board of Directors. All assessments shall be applied as provided herein and in the Declaration.

Section 9. Fidelity Bonds for Officers. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or in which he has control via a signatory or a bank account or other depository account; however, notwithstanding the foregoing, the management firm, if any, under the terms of a management agreement, as to funds in its possession and/or control, shall determine, in its sole discretion, the amount of the bond and who is to be bonded, if any, among its employees.

ARTICLE VIII

DEFAULT

In the event a Member does not pay any sum, charge or assessment required to be paid to the Association within ten (10) days

From the due date, the Association, acting through its Board of Directors, may enforce its lien for assessments or take such other action to recover the sum, charge or assessment to which it is entitled in accordance with the Declaration and the laws of the State of Florida.

If the Association becomes the owner of a Residence or Unit by reason of foreclosure, it shall offer said Residence or Unit for sale and, at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for assessment and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the Residence or Unit which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the Residence or Unit. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner thereof.

In the event of a violation of the provisions of the Declaration, the Articles of Incorporation or By-Laws, which violation is not corrected within ten (10) days after notice from the Association to the violating Member to correct said violation, the Association may take such action as it may deem appropriate, including the institution of legal action, to correct the violation. Nothing contained in this Article shall be construed to require that the Association furnish notice to any Member of his failure to pay any assessment, sum or other charge due to the Association. In the event such legal action is brought against a Member and results in a judgment for the plaintiff, the defendant shall pay the plaintiff's reasonable attorneys' fees and court costs. The payment of any monetary award by the Court in such legal action shall be secured by a lien against the residence of said defendant Member. The operation and foreclosure of such lien shall be in accordance with Article IV, Section 8 of the Declaration.

Each Member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of any other equally adequate procedures. It is the intent of all Members to give to the Association such powers and authority which will enable it to operate on a business-like basis, to collect those monies due and owing to it from Members other than the Declarant, and to preserve each Member's right to enjoy his Residence or Unit free from unreasonable restraint and nuisance.

ARTICLE IX

AMENDMENT

These By-Laws may only be amended by an affirmative vote of the holders of a majority of the total votes of the Association and a majority of the Board of Directors.

No amendment shall, however, change the rights and privileges of the Developer referred to in the Declaration, the Articles and these By-Laws without the Developer's written approval.

No amendment to these By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgages.

10036720	COS	04-07-1995	10:21:32
01	PSP-WILLOW WOOD		
RECORDING		1	155.50
		TOTAL:	155.50
		CHECK AMT. TENDERED:	155.50
		CHANGE:	8.00

11

BYLAWS - WILLOW WOOD VILLAGE

ARTICLE X

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the provisions of these By-Laws be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

ARTICLE XI

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words:

WILLOW WOOD VILLAGE HOMEOWNERS
ASSOCIATION, INC.
A CORPORATION NOT FOR PROFIT
STATE OF FLORIDA
1981

The foregoing was adopted as the By-Laws of WILLOW WOOD VILLAGE HOMEOWNERS ASSOCIATION, INC., a Corporation Not for Profit under the laws of the State of Florida, at a meeting of the Board of Directors on the 4th day of April, 1995.

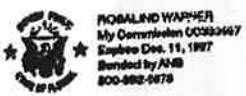
WILLOW WOOD VILLAGE HOMEOWNERS
ASSOCIATION, INC.

BY: Frederick W. Bergman
PRINT NAME: FREDERICK W. BERGMAN
PRESIDENT
ADDRESS: 1185 SOMERSET CIR. S.
DUNEDIN, FLORIDA 34698

ATTEST: Chris Mauer
PRINT NAME: CHRIS MAUER
VICE-PRESIDENT
ADDRESS: 155 THISTLE COURT
DUNEDIN, FLORIDA 34698

STATE OF FLORIDA]
COUNTY OF PINELLAS]

The foregoing instrument was acknowledged before me this 6th day of April, 1995 by Frederick W. Bergman and Chris Mauer, as President and Vice-President respectively, of Willow Wood Village Homeowners Association, Inc., a Florida Not for Profit Corporation, on behalf of the Corporation. They are personally known to me or have produced _____ as identification.



Rosalind Wapner
PRINT NAME: ROSALIND WAPNER
NOTARY PUBLIC
MY COMMISSION EXPIRES: 12/11/97

INST # 95-089792
APR 18, 1995 11:04AM

PINELLAS COUNTY FLA.
OFF. REC. BK 8967 PG 323

RECORDED BY: 04-18-1995 11:04AM
OF THE PINELLAS COUNTY CLERK'S OFFICE
RECEIVED 1 \$11.00
TOTAL: \$11.00
COMM. FEE: \$11.00
CHARGE: \$0.00

1 RECORDED BY
REC BY
DB
DT
TT
NT
RT
RY
TOTAL \$11.00

SPACE ABOVE THIS LINE FOR RECORDING DATA

**CERTIFICATE OF AMENDMENT
TO
BY-LAWS
OF**

WILLOW WOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.

NOTICE IS HEREBY GIVEN THAT a duly called meeting of the members on February 7, 1995, by a vote as required by the By-Laws and after the unanimous adoption of the Resolution proposing said amendments by the Board of Directors, the By-Laws of **WILLOW WOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.**, as recorded in the Public Records of Pinellas county, Florida, are hereby amended in accordance with Exhibit A attached hereto.

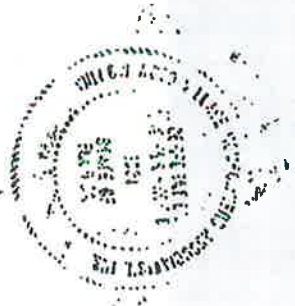
AS RECORDED IN:
OFF. REC. BK 8967
PG. 2088

IN WITNESS WHEREOF, we have affixed our hands this 26 day of MARCH, 1995 at Pinellas County, Florida.

**WILLOW WOOD VILLAGE HOMEOWNERS
ASSOCIATION, INC.**

BY: [Signature]
PRINT NAME: FREDERICK W. BERGMAN
PRESIDENT
ADDRESS: 1185 SOMERSET CIR. S.
DUNEDIN, FLORIDA 34628

ATTEST: [Signature]
PRINT NAME: LOIS MAROTTA
SECRETARY
ADDRESS: 153 CHELSEA COURT
DUNEDIN, FLORIDA 34628



STATE OF FLORIDA]
COUNTY OF PINELLAS]

The foregoing instrument was acknowledged before me this 26th day of MARCH, 1995, by Frederick W. Bergman and Lois Marotta, as President and Secretary, respectively, of Willow Wood Village Homeowners Association, Inc., a Florida Not For Profit Corporation, on behalf of the Corporation. They are personally known to me or have produced _____ as identification.



[Signature]
PRINT NAME: ROSALEE WARNER
NOTARY PUBLIC
MY COMMISSION EXPIRES: 12/11/97

PREPARED BY: LOIS MAROTTA
RETURN TO: DUNEDIN, FL. 34698

**SCHEDULE OF AMENDMENTS
TO
BY-LAWS
WILLOW WOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.**

**PINELLAS COUNTY FLA.
OFF. REC. BK 8957 PG 324**

Per membership vote of February 7, 1993

1. Section 2, Article I of the By-Laws is amended to read as follows:

"Section 2. Principal Office. The principal office of the Association shall be at 161-Darby Court, Brandon, Florida 33510, or at such location as may be designated by the Association's Board of Administration; the residence of the President, or at such location as may be designated by the Association's Board of Directors. All books and records of the Association shall be kept at its principal office the residence of the Secretary of the Association with the exception of financial records which shall be kept at the residence of the treasurer. Historical records (all books and records with the exception of records pertaining to the current year and the immediate preceding two (2) years) may be stored at a location to be designated by the Board of Directors."

(Vote on Amendment)

YES 60

NO 15

VOID 1

PASSED

2. Section 2, Article II of the By-Laws is amended to read as follows:

"Section 1. Number and Term. The number of directors (Directors) which shall constitute the Association's Board of Directors shall not be less than three (3). Until succeeded by Directors elected at the first meeting of members ("Members"), Directors need not be Members of the Association; but thereafter, all Directors, except for those Directors elected by Resignant, shall be Members of the Association. Within the limits above specified, the number of Directors shall be elected to serve for a term of one (1) year or until his successor shall be elected and shall qualify. The first Board of Directors shall have three (3) members; not more than seven (7), and each Director shall serve for a term of one (1) year."

(Vote on Amendment)

YES 56

NO 16

VOID 2

PASSED

3. Section 4, Article II of the By-Laws is amended by adding a new sub-section L to read as follows (New provision. Amendment does not change present text):

"L. To levy reasonable fines against a Residence for the failure of the owner of the Residence, or its occupant, tenant, or invitee to comply with the provisions of the Declaration, the Association By-Laws or rules and regulations of the Association.

(Vote on Amendment)

YES 53

NO 22

VOID 1

PASSED

4. Section 5, Article II of the By-Laws is amended to read as follows:

"Section 5. Compensation. Neither Directors nor officers shall receive compensation for their services as such. The Board of Directors of the Association may fix reasonable compensation of the elected or appointed officers of the Association."

(Vote on Amendment)

YES 53

NO 22

VOID 1

PASSED

Number of votes needed to pass the By-Laws - 52.

**SCHEDULE OF AMENDMENTS
TO
BY-LAWS** **PINELLAS COUNTY FLA.
OFF. REC. BK 8967 PG 325**
WILLOW WOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.
Per membership vote of February 7, 1995

5. Section 3, Article VI of the By-Laws is amended to read as follows: (Vote on Amendment)
 "Section 3. Address. The address for notice to the Association is 161 Darby Coast, Dunedin, Florida 33538. P.O. Box 206, Dunedin, Florida 34627, which address may be changed from time to time pursuant to a resolution of the Board of Directors."
YES 58
NO 14
VOID 3
PASSED
6. Section 1, Article VII of the By-Laws is amended to read as follows: (Vote on Amendment)
 "Section 1. Fiscal Year. The fiscal year shall be the calendar year from November 1 through October 31."
YES 57
NO 16
VOID 3
PASSED
7. Article VIII of the By-Laws shall be amended to add the following fifth paragraph (New provision. Amendment does not change present text): (Vote on Amendment)
"The Association through its Board of Directors, may levy reasonable fines against a Residence owner(s) for its failure of the owners of the Residence, or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Association By-Laws, or rules and regulations of the Association. No fine will become a lien against a Residence. No fine may exceed \$ 100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$ 1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the owner(s) of the subject Residence and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Residence owners. If the committee does not agree with the fine, the fine may not be levied. After the fine has been properly levied, if the owner(s) of the Residence fail to pay the fine within 30 days of the date of the levy, the Association, through its Board of Directors, shall have the right to file a law suit against the owner(s) of the subject Residence in the small claims court in and for Pinellas County, Florida, for the purpose of obtaining a money judgment for any fine(s) owed. In the event of such litigation, the Association shall be entitled to reimbursement of its reasonable attorney's fees and court costs from the Residence owner."
YES 47
NO 26
VOID 3
FAILED

Number of votes needed to pass the By-Law - 52.

The portions of this Amendment which are stricken through with a line are to be deleted. The portions of this Amendment which are underlined, constitute new words to be inserted into the paragraph.

EXHIBIT "A"