

Willow Run Home Owners Association

Covenants and Restrictions

492

O.R. 1575 PG 1044

DECLARATION OF COVENANTS AND RESTRICTIONS
WILLOW RUN SUBDIVISION

RECORDED & VERIFIED
CLERK OF DISTRICT COURT
SEMINOLE COUNTY FLA.
Aug 30 11 02 AM '84

142302

THIS DECLARATION made this 24th day of August 1984, by AROSA DEVELOPMENT, LTD., a Florida Limited Partnership, and WILLOW GROVE DEVELOPMENT, INC., a Florida corporation, collectively referred to as "Developer";

WITNESSETH:

WHEREAS, Developer is the Owner of certain real property known as WILLOW RUN, according to the plat thereof as recorded in Plat Book 30, Pages 58, 59 and 60, Public Records of Seminole County, Florida; and

WHEREAS, the above-described real property shall hereinafter be referred to as the "Property"; and

WHEREAS, Developer desires to create on the Property a residential community of single family residences with certain water retention areas, drainage easements and entrance areas, said areas being referred to as the "Common Properties"; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of the Common Properties and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the Property and each Owner thereof; and

WHEREAS, Developer deems it desirable, for the efficient preservation of the values and amenities in said community to create an agency to which will be delegated and assigned the powers of maintaining and administering the Common Properties; administering and enforcing the covenants and restrictions; collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer shall cause the Association referred to in Article I to be incorporated as a non-profit corporation under the laws of the State of Florida for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

SECTION 1. The following words when used in this Declaration or any supplemental declaration (unless the context shall otherwise prohibit) shall have the following meanings:

a. "Association" shall mean and refer to the Willow Run Homeowners Association, Inc., a Florida corporation not for profit.

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b. "Property" shall mean and refer to the plat of Willow Run as recorded in Plat Book 30, Pages 58, 59 and 60, Public Records of Seminole County, Florida.

c. "Common Property" shall mean and refer to the space designated as Tract A on the plat of Willow Run, Plat Book 30, Page 58, 59 and 60, Public Records of Seminole County, Florida, and entrance way property, islands, boundary wall of subdivision, and lighting and irrigation of Common Property.

d. "Lot" shall mean and refer to any plot of land shown upon the plat of Willow Run, Plat Book 30, Page 58, Public Records of Seminole County, Florida, with the exceptions of Tract A.

e. "Living Unit" shall mean and refer to any portion of a building situated upon the property designed and intended for use and occupancy as a residence by a single family.

f. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot and Living Unit which is situated upon the Property; but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

g. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III, Section 1, below.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1. The Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Seminole County, Florida, and is more particularly described as follows, to wit:

WILLOW RUN, according to the plat thereof as recorded in Plat Book 30, Page 58, Public Records of Seminole County, Florida.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. Membership. Every person or entity who is a record Owner of a fee simple interest or undivided fee simple interest in any Lot shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

SECTION 2. Voting Rights. Upon the activation of the Association by the Developer as set forth below, the Association shall have two classes of voting membership.

Class A. Class A Members shall be every person or entity who is a record Owner of a fee simple interest or undivided fee simple interest in any Lot with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot.

Class B. Class B Member shall be the Developer and the Class B Member shall have six (6) votes for each Lot owned by said Member.

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The Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

a. When the total votes outstanding in Class A membership equal or exceed the total votes outstanding in the Class B membership, or

b. On September 1, 1988.

SECTION 3. Activation of Association. The Developer, in his discretion, shall determine the appropriate time for activation of the Association. Prior to activation of the Association, the Developer shall collect the original assessments set forth under Article V, Section 3, below, and utilize said sums for the purposes set forth in Article V, Section 2, below. Prior to activation, Developer shall fund any deficit and upon activation, Developer shall deliver any unused funds to the Association along with an accounting of funds previously expended. Developer shall activate the Association by giving written notice of an organizational meeting. The date of said meeting shall be no less than fifteen (15) nor more than thirty (30) days subsequent to said notice.

ARTICLE IV

PROPERTY RIGHTS IN COMMON PROPERTY

SECTION 1. Title to Common Property. The Developer shall retain the legal title to the Common Property until such time as the Developer, in his sole discretion, shall determine that the Association is able to maintain the same, at which time Developer shall transfer such title as provided in Section 2, below.

SECTION 2. Transfer of Title. Developer hereby covenants for himself, his successors and assigns, that he shall transfer to the Association the title herein reserved with respect to the Common Property and that such transfer shall take place no later than September 1, 1986.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot owned by him within the Property subsequent to September 1, 1986, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association annual or special assessments or charges to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due.

SECTION 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property and in particular for the maintenance of the Common Properties, including, but not limited to:

- a. Payment of operating expenses of the Association;
- b. Maintenance, improvement and operation of retention areas and drainage easements;
- c. Maintenance, landscaping and improvements of entrance areas;
- d. Repayment of funds and interest thereon, that have been or may be borrowed by the Association for any of the aforesaid purposes;
- e. Doing any other thing necessary or desirable in the judgment of said Association, to keep the subdivision neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazards, cost of maintenance, landscaping and improvement of the Common Properties of Willow Run.

SECTION 3. Original, Special and Annual Assessments.

a. Original Assessment. The original assessment shall be the sum of Fifty Dollars (\$50.00) per Lot to be paid by each Owner at the time of closing of the purchase of the Lot by a person or entity with plans to construct a residence thereon for his own use. The sum shall be paid to Manor House Properties, Inc. Escrow Account, and disbursed in accordance with the terms and provisions of Article III, Section 3, above.

b. Annual Assessment. The annual assessment shall be in addition to the above mentioned original assessment, and shall be prorated in the year of the initial purchase by Owner. Until the year beginning January 1, 1986, there shall be an annual assessment of One Hundred Eighty Dollars (\$180.00) per Lot, payable semi-annually on April 1, and October 1, of each year. Said assessment shall be paid directly to the Association, or in the event the Association is not yet activated, to Manor House Properties, Inc. Escrow Account to be used by the Developer in accordance with the above provisions.

c. Method of Assessment by Association. Upon activation of the Association, the Association shall establish the amount of the annual assessment; provided, however, that such assessment shall have the assent of three-fourths of the votes of Members who are voting in person, or by proxy, at a duly called meeting for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

d. Quorum. For any action authorized under the immediately preceding section, the quorum required for any action authorized by the immediately preceding section shall be as follows:

The presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to a notice requirement set forth above and a required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

e. Certificate of Payment. The Association, or the Developer prior to the activation of the Association, as the case may be, shall upon demand at any time, furnish to any Owner

liable for an assessment, a certificate in writing signed by an appropriate officer of the Association, or the Developer, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated, to have been paid.

f. Effect of Non-Payment of Assessments. If any assessments are not paid on the date when due, then said assessments shall become delinquent and shall, together with interest thereon and cost of collection as hereinafter provided, become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them, or unless the Association causes a lien to be recorded in the public records giving notice to all persons that the Association is asserting a lien upon the Lot.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment, interest, the cost of the action, including legal fees whether or not judicial proceedings are involved and including legal fees and costs incurred on any appeal of a lower court decision.

g. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the Lot subject to assessment. The subordination shall not release such Lot from liability for any assessments now or hereafter due and payable.

h. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (i) all property to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (ii) all Common Properties as defined herein; (iii) all property exempt from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption; and (iv) the Lot and Living Unit owned by the President of the Association during the term of his presidency, in order to provide the Members of the Association with an incentive to serve and perform the duties of the President of the Association.

Notwithstanding any provisions herein except the immediately preceding subparagraph (iv), no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or lien.

i. Special Assessments.

(1) For General Purposes: In addition to the original and annual assessments, the Association may levy in any assessment year a Special Assessment, applicable to that year only. Said assessment shall be levied by the Association for the purposes set forth in Article V, Section 2, and shall not exceed the sum of One Hundred Dollars (\$100.00) per Lot.

(2) For Special Purposes: In addition to the original and annual assessments and in addition to the Special

Assessment for general purposes, the Association may levy against any Owner an assessment for the actual cost of any work done or contracted to be done by the Association (for fences) plus an additional 10% thereof for administrative costs. Prior to said assessment, the Board of Directors of the Association shall mail to the Owner, a notice requiring said maintenance or repair by Owner. In the event Owner fails to accomplish said maintenance or repair within thirty (30) days subsequent to the date of said notice, Association may accomplish said maintenance or repair and the above charges may be assessed against Owner at the next regular or special meeting of the Association.

ARTICLE VI

ARCHITECTURAL REVIEW BOARD

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Subject Property, nor shall any exterior addition to or change or alteration therein be made, until the plan and specifications showing the nature, kind, shape, height, materials and location of the same, shall be submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Board as hereinafter defined.

SECTION 1. Composition. The Developer, upon the recording of the Declaration, shall immediately form a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB", initially consisting of three (3) persons designated by Developer. The ARB shall maintain this composition until control of the Association has been passed to the owners other than the Developer. At such time the ARB shall be appointed by the Board of Directors of the Association and shall serve at the pleasure of said Board; provided, however, that in its selection, the Board of Directors of the Association shall be obligated to appoint the Developer or his designated representative to such Board for so long as Developer owns any lots in the Subject Property or has not completed the general plan of development for the entire area owned by Developer, said general plan of development being more specifically described herein.

SECTION 2. Duties. The ARB shall have the following duties and powers:

a. To approve all buildings, fences, walls, pools or other structures which shall be commenced, erected or maintained upon the Subject Property and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, kind, shape, height, materials and location in relation to surrounding structures and topography;

b. To approve any such building plans and specifications, lot grading and landscaping plans, and the conclusion and option of the ARB shall be binding, if, in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that said improvement, alteration, etc., is not consistent with the development plan formulated by the Developer for the Subject Property or contiguous lands thereto;

c. To require to be submitted to it for approval, any samples of building materials proposed or any other data or information necessary to reach its decision;

d. To require each builder to submit a set of plans and specifications to the ARB prior to obtaining a building

permit, which set of plans and such specifications shall become the property of the ARB. The work contemplated must conform substantially in accordance with the plans and specifications as approved. All approvals of plans and specifications must be evidenced by the signatures of at least one member of the ARB on the plans and specifications furnished. The existence of the signature of at least one member of the ARB on any plans or specifications, shall be conclusive proof of the approval by the ARB of such plans and/or specifications.

ARTICLE VII

RESTRICTIVE COVENANTS

The Subject Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the Developer and upon each and every Owner who shall acquire hereafter a Lot or any portion of the Subject Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns, as follows:

SECTION 1. Land Use. No lot shall be used except for residential purposes. No building shall be erected upon any lot without the prior approval thereof by the ARB as hereinabove set forth. Not more than one (1) Living Unit shall be built on each lot.

SECTION 2. Dwelling Size. All Living Units shall have a minimum of one thousand six hundred (1,600) square feet of living area.

SECTION 3. Building Location.

a. Front yards shall not be less than 25 feet in depth measured from the front lot line to the front of any living unit.

b. Rear yards shall not be less than 30 feet in depth measured from the rear lot line to the rear of any Living Unit, exclusive of pool or patio.

c. Side yards shall be provided on each side of every living unit not less than 10 feet from side lot lines.

d. All Living Units shall face to the front of the lot, except in the case of corner lots, in which instance, said living unit may face towards either street (provided, however, Corner Lot Living Units shall be set back no less than 25 feet from the front lot line and 25 feet from the side street lot line.

SECTION 4. Living Unit Characteristics. No living unit shall exceed two and one-half stories in height. Each living unit shall have a private, enclosed garage for no less than two or more than three cars. Servant quarters and/or a storage or tool room may be attached to the ground floor of such garage. No garage may later be used for living area without the construction of a garage as specified above to replace that which is converted to living area.

SECTION 5. Additional Garage Characteristics. Each garage must have a minimum width of twenty (20) feet, with either a single overhead door with a minimum width of sixteen (16) feet, or two or three individual overhead doors, each with a minimum width of eight (8) feet and each garage door shall have an automatic garage door opener. In addition, service doors must be provided, facing either the side or rear of the lot. All Living Units shall be served with a paved driveway of either concrete or

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brick of at least sixteen (16) feet in width at the entrance of the garage.

SECTION 6. Roofs. Flat, built-up roofs, shall be permitted only over Florida rooms, porches or patios, at the rear of the living unit. All other roofs shall be pitched with a slope of no less than 5/12 and composed of tile, asphalt shingle, cedar shake shingle, slate construction or special roofing as may be approved by the ARB.

SECTION 7. TV Antennae. No TV antennae or satellite dish receivers shall be permitted unless they are inside the residence and no portion shall protrude from any residence.

SECTION 8. Exterior Materials. All exposed concrete block must be stuccoed or Colorcreted, except where decorative blocks may be permitted by the ARB.

SECTION 9. Sod. Within seven (7) days from completion of the Living Unit, the lot must be sodded from the rear corners of the structure to the curb and the front and side yards must be landscaped and sod shall be St. Augustine grass unless otherwise approved by the ARB.

SECTION 10. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of the builder or contractor, and a "For Sale" sign or "Open House" sign. In any event, no sign shall be larger than eight (8) square feet. No banners, flyers, etc. shall be allowed other than at the Developer's sales office.

SECTION 11. Game and Play Structures. All basketball backboards and any other fixed game and play structure shall be located at the rear of the dwelling, or on the inside portion of corner lots within the setback lines. Treehouses or platforms of a like kind or nature will not be constructed on any part of the lot located in front of the rear line of a living unit constructed thereon.

SECTION 12. Fences. No fence or fence walls shall be constructed, erected or maintained on or around any portion of a building lot that is in front of the front setback line of the living unit. On Corner Lots the building shall be deemed to have two front lot lines for this purpose. No fence or fence walls shall exceed a height of six (6) feet, nor shall any material used in the construction of said fence consist of any type other than masonry, redwood, or other solid wood. All air conditioning units are to be concealed behind fences or shrubs.

SECTION 13. Swimming Pools. No swimming pool constructed on any Lot shall have an elevation in excess of two feet above the natural grade. No above ground pools are permitted.

SECTION 14. Maintenance of Lots. Once a Lot has been sold by the Developer, whether improved or not, it shall be maintained in good appearance free from overgrown weeds and rubbish. In the event any Lot is not so maintained, then Developer, his successors or assigns, shall have the right to enter upon said Lot for the purpose of cutting and removing such overgrown weeds and the expense thereof shall be charged to and paid by the Owner of such Lot. In the event said expense shall not be paid by said Owner within thirty (30) days after being provided with a written demand for payment such expense shall be declared delinquent and shall, together with interest at the rate of eighteen percent per annum and cost of collection as hereinafter provided, which shall become a continuing lien on the Lot which shall bind such Property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of

the then Owner to pay the assessment, shall remain his personal obligation for the statutory period and shall not pass to successors in title unless expressly assumed by them, or unless the Association causes a lien to be recorded in the public records giving notice to all persons that the Association is asserting a lien upon the Lot.

If the expense assessment is not paid within thirty (30) days after the above described notice, then the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose a lien against the Lot, and there shall be added to the amount of such assessment, the costs of preparing and filing the complaint of such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the cost of action.

SECTION 15. Subordination of Lot Liens to Mortgages. The lien of any assessment against a Lot described in this Declaration shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the Lots. This subordination shall not release such Lot from liability for any assessment now or hereafter due and payable.

SECTION 16. Garbage and Trash Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and except during pick up, if required to be placed at the curb, all containers shall be kept at the rear of all Living Units or out of sight from the street. No burning of trash or other waste materials shall be permitted.

SECTION 17. Offensive Activity. No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood; and further, no cows, cattle, goats, hogs, poultry or other like animals or fowl, shall be kept or raised on any Lot or any Living Unit; provided, however, that nothing herein shall prevent the keeping or raising of a domestic pet; provided, however, all domestic pets shall either be kept on a leash or kept within an enclosed area.

SECTION 18. Temporary Structures. No structure of a temporary character and no trailer or mobile home, camper, recreational vehicle or tent, shack, garage, barn, basement or any outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

SECTION 19. Clotheslines. There shall be no clotheslines in this Subdivision.

SECTION 20. Vehicles and Repair. No inoperative cars, trucks, campers, recreational vehicles, mobile homes, or any other type of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of 48 hours; provided, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot. No boats, campers, or recreational vehicles shall be allowed to be parked for over 24 hours in front of a Living Unit, including the non-front street side of a Corner Lot.

SECTION 21. Easements.

a. **Utility and Drainage Easements.** Easements for installation and maintenance of utilities and drainage facilities

are reserved as shown on the recorded plat. Said easements are reserved unto the Developer for the purposes described in and shown on the plat of Willow Run, Plat Book 30, Page 58, Public Records of Seminole County, Florida; and (i) the right to use the easement area to erect, install, maintain and use electric, telephone poles, wires, cables, conduits, sewers, watermains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, television and/or other public conveniences or utilities; (ii) the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar acts reasonably necessary to provide economical and safe utility installation; (iii) the right to maintain reasonable standards of health, safety and appearance, including landscaping; provided, however, that said easement, reservation and right shall not be considered an obligation of the Developer to provide or maintain any such utility or service. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility equipment is responsible.

SECTION 22. Sidewalks. Sidewalks shall be installed by the Owner of the Lot and shall be: (i) at least 4 feet in width; (ii) constructed of concrete with a minimum thickness of four inches; (iii) installed on or before the completion of the residence.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and the Property, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded six (6) months in advance of the effective date of such change, unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action.

SECTION 2. Commencement of Construction. Every Owner who has purchased a Lot from Developer or a builder to whom the Lot was sold by Developer, shall commence construction of a residence thereon on or before twelve (12) months after the purchase of the Lot or before such longer period of time as the Developer or the Association in its sole discretion, in writing, may direct and afford to an Owner or Owners of a Lot or Lots.

SECTION 3. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration, shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such meeting.

SECTION 4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, or both, and against the land to enforce any lien created by these covenants; failure by the Association or

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any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 5. Waiver of Minor Violations. Developer, his successors or assigns, reserves the right to waive any violations of the covenants contained in this Declaration, in the event Developer shall determine, in his sole discretion, that such violations are minor or dictated by the peculiarities of a particular lot configuration or topography.

SECTION 6. Attorney's Fees. In the event any action shall be brought by the Developer, his successors or assigns, or by the Association or any Owner for the purpose of enforcing the provisions outlined in this Declaration, it is expressly understood and agreed that all costs, including reasonable attorney's fees, incurred by any moving party in such legal proceeding which result in the successful enforcement hereof, shall be borne in full by the defendant in such proceedings.

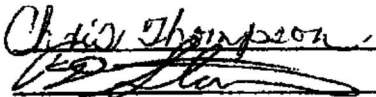
SECTION 7. Severability. Invalidation of any one of these covenants and restrictions by judgment or court order, shall in no wise affect any other provision which shall remain in full force and effect.

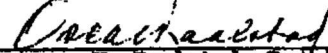
SECTION 8. Amendments. This Declaration of Covenants and Restrictions may be amended by two-thirds (2/3) vote of the Board of Directors of the Association or at any time by the then owners of at least seventy-five percent (75%) of the Lots by executing a written instrument affecting said changes and recording said instrument upon the Public Records of Seminole County, Florida; provided, however, in no event shall any amendment be made to this Declaration without the prior written consent of Developer during such time as Developer shall continue to own any Lot in the Willow Run Subdivision.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as of the date and year first above written.

Signed, sealed and delivered
in the presence of:

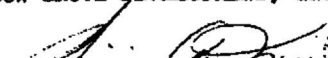
AROSA DEVELOPMENT, LTD.



By: 
Oscar W. Kaalstad, President
of Arosa Corporation, General
Partner of Arosa Development,
Ltd.



WILLOW GROVE DEVELOPMENT, INC.

By: 
William A. Moats, President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this
24th day of August, 1984, by Oscar W. Kaalstad,

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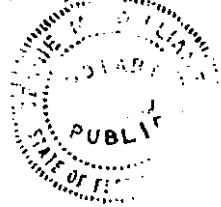
President of Arosa Corporation, a Florida corporation, General Partner, on behalf of Arosa Development, Ltd., a Florida Limited Partnership.

STATE OF FLORIDA
COUNTY OF ORANGE

Chris Thompson

Notary Public, State of Florida
My Commission Expires June 16, 1986
Bonded Three Thousand Dollars - Insurance, Inc.

The foregoing instrument was acknowledged before me this 23 day of AUGUST, 1984, by WILLIAM A. MCARS, President of WILLOW GROVE DEVELOPMENT, INC., a Florida corporation, on behalf of the corporation.



Bennie M. Williams

Notary Public, State of Florida
My Commission Expires March 23, 1987
Bonded Three Thousand Dollars - Insurance, Inc.

PREPARED BY RICHARD D. STONER, ESQ.
& RETURN TO: 215 East Central Boulevard
Orlando, FL 32801

MARIANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL.

105500

RECORDED & VERIFIED

23 AUG 21 AM 9:50

This Instrument Prepared BY:

ROBERT E. MILLER, ESQUIRE
MILLER, GRACE, HOOGLAND & DUKET, PA
990 Douglas Avenue
Altamonte Springs, Florida 32714

FIRST AMENDMENT TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS OF
WILLOW RUN SUBDIVISION

OFFICIAL RECORDS
BOOK PAGE

2323 1232

SEMINOLE CO. FL.

THIS FIRST AMENDMENT to the Declaration of Willow Run
Subdivision made this 15th day of June, 1991, the Willow Run
Homeowner's Association, Inc. and Arosa Development Limited to
the Declaration of Covenants and Restrictions of the Willow Run
Subdivision, recorded in O.R. Book 1575, Page 1044, Public
Records of Seminole County, Florida.

WITNESSETH:

WHEREAS, the Willow Run Homeowner's Association, Inc., a Not
For Profit Corporation and Arosa Development Limited, a Florida
Limited Partnership, pursuant to the Declaration of Covenants and
Restrictions of the Willow Run Subdivision recorded in O.R. Book
1575, Page 1044, of the Public Records of Seminole County,
Florida, voted pursuant to the Declaration of Covenants and
Restrictions of the Willow Run Subdivision to amend the
Declaration of Covenants and Restrictions.

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars and
other good and valuable consideration, the Covenants and
Restrictions are amended as follows:

- 1) Article III shall be amended by adding the following
sections:

Robert E. Miller, Grace, Hoogland & Duket

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SEMINOLE CO. FL

Article III, Section 4 - Board of Directors

The Association shall be governed by the Board of Directors consisting of the President, Vice President, Secretary, Treasurer and Architectural Review Board Chairperson. These Board of Director members will be elected in March to serve starting April 1, for a period of one (1) year. Should a vacancy occur in any Board position, the remaining Board Members shall, at their sole discretion, appoint a replacement to serve the remaining term. However, if the vacancy is in the office of the Presidency, the vacancy will be filled from an elected member of the Board of Directors. If no agreement can be reached within thirty (30) days, a meeting of the Willow Run Homeowners Association will be called by the Board of Directors to elect a new President to fill the vacancy to fill the remainder of the term.

Article III - Section 5 - Duties of the Board of Directors

The Board of Directors shall conduct all the affairs of the Association.

Article III - Section 6 - Quorum

Any authorized action by any duly convened meeting of this Association, except for those specified in Article V, Section 3 and Article III, Section 8, the quorum required shall be:

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SEMIWIDE CO. FL.

The presence at the meeting of members or of proxies, entitled to cast 60 (60) percent of all votes of the membership. If the required quorum is not forthcoming at this initial duly convened meeting, another meeting may be called subject to a notice sent to Members at least ten (10) days in advance setting forth the purpose of the meeting, and the required quorum at any such subsequent meeting shall be one-half that of the required quorum of the preceding meeting, providing that no said subsequent meeting shall be held within sixty (60) days following the preceding meeting.

Article V - Section 3/Paragraph a shall be amended to read as follows:

Original Assessment - The original assessment shall be the sum of Fifty (\$50.00) Dollars per lot to be paid by each owner at the time of closing of the purchase of the lot by a person or entity with plans to construct a residence thereon for his own use. The sum shall be paid to the WILLOW RUN HOMEOWNERS ASSOCIATION and disbursed in accordance with the terms and provisions of Article III - Section 3 above.

Article V - Section 3h - Exempt Property

The following property subject to this Declaration shall be exempt from the assessments, charged and liens created herein:
(i) all property to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (ii) all Common Properties as defined

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SEMI-ANNUAL
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herein; (iii) all property exempt from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption; and (iv) the Lot and Living Unit owned by the elected members of the Board of Directors, of the Association during the term of their election in order to provide the Members of the Association with an incentive to serve and perform the duties of the Board of Directors of the Association.

Article VI - Section 1 shall be amended as follows:

Composition - The Developer, upon the recording of the Declaration, shall immediately form a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB", initially consisting of three (3) persons designated by the Developer. The ARB shall maintain this composition until control of the Association has been passed to the owners other than the Developer. At such time, the Chairperson will be elected as outlined in Article III - Section 4. The remaining two (2) members shall be appointed by the Board of Directors of the Association and shall serve at the pleasure of said Board; provided, however, that in its election, the Board of Directors of the Association shall be obligated to appoint the Developer or his designated representative to such Board for so long as Developer owns any lots in the subject property or has not completed the general plan of development for the entire area

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SECTION 10.01

owned by the Developer, said general plan of development being more specifically described herein.

Article VI - Section 2d shall be amended to read as follows:

To require each builder to submit a set of plans and specifications to the ARB prior to obtaining a building permit, which set of plans and such specifications shall become the property of the ARB. The work contemplated must conform substantially in accordance with the Covenants and Restrictions of the Association. All approvals of plans and specifications must be evidenced by the signatures of at least two (2) members of the ARB on the plans and specifications furnished. The existence of the signature of at least two (2) members of the ARB on any plans or specifications, shall be conclusive proof of the approval by the ARB of such plans and/or specifications. Approval or disapproval of plans will also be provided by letter to the lot owner.

The following paragraph shall be added to Article VI, Section 2, Paragraph e.

Approval by the ARB of any plans and specifications shall not be construed to mean that the ARB is confirming that such

plans and specification conform to any City, County, State or National Building Codes or Zoning Ordinances. The Lot owner has the responsibility to obtain required building permits and to insure the building or structure as constructed conformed to the plans and specifications as approved by the ARB.

The following paragraph shall be added to Article VI, Section 2f.

The Lot Owner has the responsibility to obtain required building permit(s) and to ensure the building or structure as constructed, conforms to the plans and specifications as approved by the ARB.

Article VIII - Section 3 shall be amended to read as follows:

Notices - Any notice required to be sent to any member or Owner under the provisions of this Declaration, shall be deemed to have been properly sent when mailed by certified mail to the last known address of the person who appears as member or Owner on the records of the Association at the time of such meeting.

Article VIII - Section 8 shall be amended to read as follows:

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SEMINOLE CO. FL.

Amendments - This Declaration of Covenants and Restrictions may be amended at any time by the then owners of at least seventy-five (75%) percent of the lots by executing a written instrument effecting said changes or by three-fifths (3/5ths) vote of the Board of Directors of the Association, after having polled the owners of the lots and receiving no less than fifty-one (51%) percent approval for the change in writing or at a duly called homeowners meeting; provided, however, in no event shall any amendment be made to this Declaration without the prior written consent of Developer during such time as Developer shall continue to own any lot in the Willow Run Subdivision. All changes shall be recorded in the Public Records of Seminole County, Florida.

IN WITNESS WHEREOF, the Board of Directors of the Willow Run Homeowners Association and the Developer have caused these presents to be executed as of the date and year first written above.

Signed, sealed and delivered
in the presence of:

WILLOW RUN HOMEOWNERS
ASSOCIATION

ATTEST:

Luciana J. Crews
By: LUCIANA CREWS, Secretary
the VIRGINIAS

James F. Zalewski
By: JAMES ZALEWSKI, Pres.

AROSA DEVELOPMENT CORPORATION
GENERAL PARTNER OF AROSA
DEVELOPMENT, LTD.

ATTEST:

By: Secretary

Oscar W. Kaalstead
By: OSCAR W. KAALSTEAD, Pres.

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SEMINOLE CO. FL.

STATE OF FLORIDA
COUNTY OF SEMINOLE

BEFORE ME the undersigned authority, personally appeared,
JAMES ZALEGOWSKI, President of WILLOW RUN HOMEOWNERS ASSOCIATION,
who, after being duly sworn, deposes and states that he has read
the foregoing Amendment to Declaration of Covenants and
Restrictions of Willow Run Subdivision and that he has signed
same for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this 15th day of June
1991.

Robert E. Mullen
Notary Public
My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE
MY COMMISSION EXPIRES JULY 16, 1992
BONDED THROUGH HUCKLEBERRY & ASSOCIATES

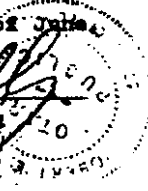


STATE OF FLORIDA
COUNTY OF SEMINOLE

BEFORE ME the undersigned authority, personally appeared,
OSCAR W. KAALSTEAD, President of AROSA DEVELOPMENT CORPORATION,
GENERAL PARTNER TO AROSA DEVELOPMENT, LTD., who, after being duly
sworn, deposes and states that he has read the foregoing
Amendment to Declaration of Covenants and Restrictions of Willow
Run Subdivision and that he has signed same for the purposes
therein expressed.

SWORN TO AND SUBSCRIBED before me this 15th day of June
1991.

Robert E. Mullen
Notary Public
My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE
MY COMMISSION EXPIRES JULY 16, 1992
BONDED THROUGH HUCKLEBERRY & ASSOCIATES



NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE
MY COMMISSION EXPIRES JULY 16, 1992
BONDED THROUGH HUCKLEBERRY & ASSOCIATES

**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
OF WILLOW RUN SUBDIVISION**

THIS SECOND AMENDMENT to the Declaration of Willow Run Subdivision made the
9 day of September, 1998, by the WILLOW RUN HOMEOWNERS' ASSOCIATION, INC., to the Declaration of Covenants and Restrictions of the Willow Run Subdivision, recorded in O.R. Book 1575, Page 1044, Public Records of Seminole County, Florida, and to the First Amendment to the Declaration of Covenants and Restrictions of Willow Run Subdivision, recorded in O.R. Book 2328, Page 1232, Public Records of Seminole County, Florida.

WITNESSETH:

WHEREAS, the WILLOW RUN HOMEOWNERS ASSOCIATION, INC., a not-for-profit corporation, and AROSA DEVELOPMENT, LTD., a Florida limited partnership, pursuant to the Declaration of Covenants and Restrictions of the Willow Run Subdivision, recorded in O.R. Book 1575, Page 1044, of the Public Records of Seminole County, Florida, and pursuant to the First Amendment to the Declaration of Covenants and Restrictions of the Willow Run Subdivision, recorded in O.R. Book 2328, Page 1232, Public Records of Seminole County, Florida, voted pursuant to the Declaration and First Amendment to amend the Declaration of Covenants and Restrictions.

NOW, THEREFORE, in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Covenants and Restrictions are amended as follows:

- (SECTION 1) 1/42
1. Article I, Paragraph C and D are amended to read as follows:

② Christ per Lathwood

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C. "Common Property" shall mean and refer to the entranceway property, islands, _____, boundary wall of subdivision, and lighting and irrigation of the common property.

D. "Lot" shall mean and refer to any plot of land, or any inseparable combination of plots, which are upon the plat of Willow Run, Plat Book 30, Page 58, Public Records of Seminole County, Florida, and with the exception of Lot 84, which is now defined as "common property".

2. Article III, Section 4 - Board of Directors is amended to read as follows:

The Association shall be governed by the Board of Directors consisting of the President, Vice President, Secretary, Treasurer, Architect - Review Board Chairperson, and Social Director. Three (3) of these Board of Director members will be elected each alternating March to serve starting April 1, for a period of two (2) years. The President and Vice President will not be elected the same year. Should a vacancy occur in any Board position, the remaining Board members shall at their sole discretion, appoint a replacement to serve the remaining term. However, if the vacancy is in the office of the Presidency, the vacancy will be filled from an elected member of the Board of Directors. If no agreement can be reached within thirty (30) days, a meeting of the Willow Run Homeowners Association will be called by the Board of Directors to fill the vacancy to fill the remainder of the term.

3. Article III Section 6 - Quorum is amended to read as follows:

Any authorized action by a duly convened meeting of this Association, except for those specified in Article V, Section 3, Article VIII, Section 8 (amendments to these covenants), and for election of members of the Board of Directors, the percentage of voting interest required to constitute a quorum at a meeting of the members shall be thirty percent (30%) of the total voting

interest. Decisions that require a vote of the members must be made by a concurrence of at least a majority of the voting interest present, in person or by proxy, at a meeting at which a quorum has been attained.

4. Article V Section 3 of the Covenants is amended to read as follows:

Initiation, Special, and Annual Assessments.

A. Initiation Assessment. The initiation assessment shall be the sum of \$50.00 per lot to be paid by each owner at the time of closing of the purchase of a vacant lot or existing living unit. The sum shall be paid to the Willow Run Homeowners Association and disbursed in accordance with the terms of the provisions of Article III Section 3 above.

B. Annual Assessment. The annual assessment shall be in addition to the above-mentioned original assessment and shall be prorated in the year of the initial purchase by Owner. The assessment shall be the sum of \$180.00 per lot payable semi-annually on April 1, and October 1, of each year. Said assessment shall be paid directly to the Association to be used in accordance with the above-provisions.

5. Article VI Section 1 is amended to read as follows:

Section 1. Composition. The Board of Directors, shall appoint and form a committee known as the "Architectural Review Board", hereinafter referred to as the "ARB", consisting of three (3) persons who are appointed by the Board of Directors of the Association and shall serve at the pleasure of said Board; provided, however, that in its election, the Board of Directors of the Association shall be obligated to appoint the developer or his designated representative to such Board for so long as developer owns any lots in the subject property or has not completed the general plan of development for the entire area owned by developer, said general plan of development being

more specifically described herein.

SEMINOLE CO. FL.

6. Article VII Section 7 of the Declaration shall be amended to read as follows:

Section 7. TV Antennae. - No TV antennae or satellite dish receivers shall be permitted unless they are inside the residence and no portion shall protrude from any residence, except that satellite dishes not less than 24 inches in diameter are acceptable provided they are not visible from any street or sidewalk.

7. Article VIII Section 8 is amended to read as follows:

Section 8. Amendments. This Declaration of Covenants and Restrictions may be amended at any time by the then owners of at least 75% of the lots by executing a written instrument effecting said changes or by 3/5 vote of the Board of Directors of the Association, after having polled the owners of the lots and receiving no less than 51% approval for the change in writing or at a duly called Homeowners' Association meeting of the members. All changes shall be recorded in the Public Records of Seminole County, Florida.

8. Article I, Section 1 shall have the following definition added to it as "h":

h. "Habitual Violation" shall mean a violation which has not been corrected after fourteen (14) days written notice to any Owner who is in violation of the Declaration of Covenants and Restrictions, and any amendments thereto, and after an opportunity for a hearing before a Committee of at least three (3) members who have, by majority vote, approved of a proposed fine.

9. Article V, Section 3i, Special Assessments, shall be amended to add the following subsection:

(3) For Violations of Covenants and Restrictions. In addition to the original and

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SEMINOLE CO. FL
annual assessments and in addition to the special assessments for general and special purposes, the

Association may levy a fine of \$25.00 per violation up to a maximum of \$1,000.00 in the aggregate. Prior to said assessment, the Board of Directors of the Association shall mail to the Owner a notice of the violation in a request of Compliance. In the event the Owner fails to comply with this notice within fourteen (14) days, then the Board shall appoint a committee of at least three (3) members who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee, who shall conduct a hearing at the request of the Owner who has been provided notice of a habitual violation. If the Committee, by majority vote, does not approve a proposed fine, it may not be imposed.

IN WITNESS WHEREOF, the Board of Directors of the WILLOW RUN HOMEOWNERS' ASSOCIATION, INC. and the Developer have caused these presents to be executed as of the date and year first above written.

ATTEST:

Jean P. Lanpher
JEAN P. LANPHER, Secretary

WILLOW RUN HOMEOWNERS
ASSOCIATION, INC.

BY: [Signature]
Dan Monopoli, President

STATE OF FLORIDA
COUNTY OF SEMINOLE

BEFORE ME, the undersigned authority, personally appeared DAN MONOPOLI, President of WILLOW RUN HOMEOWNERS ASSOCIATION, INC., who, after being first duly sworn, deposes and states that he has read the foregoing Second Amendment to the Declaration of Covenants and Restrictions of Willow Run Subdivision and that he has signed the same for the purposes therein expressed.

SWORN TO and subscribed before me this 9 day of Sept, 1998 by DAN

3500 1230

MONOPOLI as President of the WILLOW RUN HOMEOWNERS ASSOCIATION, INC., who is personally known to me or has produced SEMINOLE CO. FL as identification.



Christopher C. Cathcart
My Commission CC830489
Expires April 07, 2001

Chris Cathcart

NOTARY PUBLIC

ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
WILLOW RUN HOMEOWNERS ASSOCIATION, INC.

FILED

04 FEB -5 PM 1:10

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This second Amendment to the Articles of Incorporation of the
HOMEOWNERS' ASSOCIATION, INC. made this 10th day of October, 2003. The Board
of Directors, pursuant to Article X of the Articles, and pursuant to a vote of not less than 75% of the
entire membership of the Board of Directors and not less than 51% of the votes of the entire
membership of the Association, the following amendments have been made to the Articles of
Incorporation:

1. Article VII, Restrictive Covenants, is amended to read as follows:

Section 14: Maintenance of Lots. Delete wording of current paragraph 14

Add new paragraphs 14a, 14b and 14c as follows:

14a. **Maintenance of land:** All plants, shrubs, trees, grass and landscaping on a
lot shall be maintained by each lot Owner in a trimmed and neat condition at all times. The Lot must
be kept in good condition and repair and in conformity with the general character and quality of
association properties. Examples include replacing dead/dying plants and grass, lawn mowing,
trimming trees and shrubs (particularly over sidewalks) and cleaning concrete.

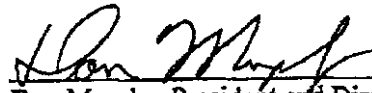
14b. **Maintenance of Homes/Structures:** Homes and Structures shall be
maintained in good condition and repair, including repainting as necessary. Examples include
gutters, exterior wood, downspouts, mailboxes, fences, garage doors, masonry walls, front doors.

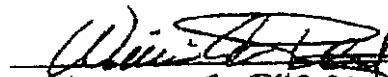
14c. **Changes to Homes/Structures and Lots.** Exterior repainting of maintenance
that involves no change in color from the current structure may be accomplished without approval
of the ARB. Any other redecorating, alteration, repair, or improvement which changes the external

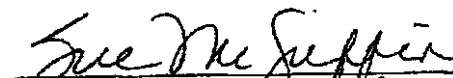
appearance, including color, of a dwelling requires ARB approval in the same manner as new construction. Examples are the replacement of roofs, rain gutters, downspouts, exterior walls or changing windows, doors, walks, drives, parking areas and other exterior portions of the lot.

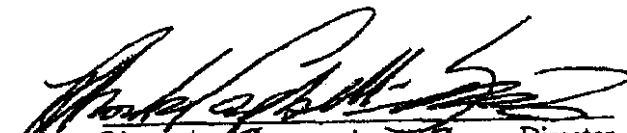
2. These Articles of Amendment were adopted by the Directors and members of the Willow Run Homeowners' Association, Inc. on or about October 10, 2003 as reflected in the appropriate Written Action Minutes.

DATED this 10th day of October, 2003.

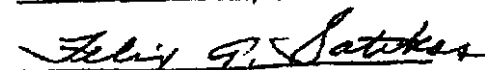

Don Murphy, President and Director


WILLIAM E. PHELPS, Director


SUE MCGUFFEE, Director


Rhonda Campbell, Director


NANCY K. MASON, Director


FELIX A. SATIKAS, DIRECTOR

STATE OF FLORIDA
COUNTY OF SEMINOLE

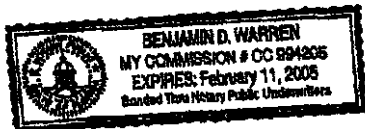
I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared Don Murphy, as President and Director of WILLOW RUN HOMEOWNERS' ASSOCIATION, INC., to me known to be the person described in and who executed the foregoing Articles of Amendment, and acknowledged before me that he/she executed the same for the uses and purposes therein expressed. He/she is personally known to me or has produced Florida Drivers License as identification.



Ben D. Warren
NOTARY PUBLIC
Print Name: _____
Commission No.: _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared William E. Phelps, as Director of WILLOW RUN HOMEOWNERS' ASSOCIATION, INC., to me known to be the person described in and who executed the foregoing Articles of Amendment, and acknowledged before me that he/she executed the same for the uses and purposes therein expressed. He/she is personally known to me or has produced Military I.D. as identification.



Ben D. Warren
NOTARY PUBLIC
Print Name: _____
Commission No.: _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared

Sue McGuffin as Director of WILLOW RUN HOMEOWNERS' ASSOCIATION, INC., to me known to be the person described in and who executed the foregoing Articles of Amendment, and acknowledged before me that he/she executed the same for the uses and purposes therein expressed. He/she is personally known to me or has produced U.S. Passport as identification.



B. D. Warren
NOTARY PUBLIC
Print Name: _____
Commission No.: _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared Rhonda Campbell-Sumney, as Director of WILLOW RUN HOMEOWNERS' ASSOCIATION, INC., to me known to be the person described in and who executed the foregoing Articles of Amendment, and acknowledged before me that he/she executed the same for the uses and purposes therein expressed. He/she is personally known to me or has produced Florida Drivers License as identification.



B. D. Warren
NOTARY PUBLIC
Print Name: _____
Commission No.: _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared Nancy R. Mason, as Director of WILLOW RUN HOMEOWNERS'

Felix A. Satikas, as Director of WILLOW RUN HOMEOWNERS' ASSOCIATION, INC., to me known to be the person described in and who executed the foregoing Articles of Amendment, and acknowledged before me that he/she executed the same for the uses and purposes therein expressed. He/she is personally known to me or has produced as identification.



B. D. Warren
 NOTARY PUBLIC
 Print Name: _____
 Commission No.: _____
 My Commission Expires: _____

STATE OF FLORIDA
 COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared _____, as Director of WILLOW RUN HOMEOWNERS' ASSOCIATION, INC., to me known to be the person described in and who executed the foregoing Articles of Amendment, and acknowledged before me that he/she executed the same for the uses and purposes therein expressed. He/she is personally known to me or has produced as identification.

 NOTARY PUBLIC
 Print Name: _____
 Commission No.: _____
 My Commission Expires: _____

STATE OF FLORIDA
 COUNTY OF SEMINOLE

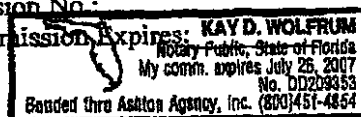
I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared _____, as Director of WILLOW RUN HOMEOWNERS'

ASSOCIATION, INC., to me known to be the person described in and who executed the foregoing Articles of Amendment, and acknowledged before me that he/she executed the same for the uses and purposes therein expressed. He/she is personally known to me or has produced _____ as identification.

Kay D. Wolfrum
NOTARY PUBLIC
Print Name: _____

Commission No. _____

My Commission Expires: _____



Willow Run Homeowners Association

(Please note this drawing is not to scale)

84 Lot Numbers

