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Prepared by and return to:
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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR WILLOWBROOK AT OAKLEAF PLANTATION**

THIS DECLARATION, made and executed as of the 24 day of October, 2012, by MATTAMY (JACKSONVILLE) PARTNERSHIP, a Florida general partnership, whose mailing address is 7800 Belfort Parkway #195, Jacksonville, Florida 32256, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain property in Clay County, Florida, which is more particularly described in the schedule attached hereto as **Exhibit "A"**, which property has been platted as **Willowbrook at Oakleaf Plantation**, according to the plat thereof as recorded in Plat Book 56, at Pages 27-33, inclusive, of the Public Records of Clay County, Florida (the "Willowbrook Plat").

NOW, THEREFORE, Declarant hereby declares that all of the real property described above shall be held, sold, conveyed, leased, encumbered and otherwise dealt with subject to the easements, restrictions, covenants, and conditions, reservations, charges and lien rights hereinafter set forth, all of which are for the purpose of protecting the value, desirability and attractiveness of, and which shall run with, said real property and be binding upon, and inure to the benefit of, all parties having or acquiring any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns.

**ARTICLE I
DEFINITIONS**

Section 1.1. Defined Terms. The following words and phrases, when used in this Declaration or any supplemental declaration hereto, shall have the following meanings:

(a) **"Additional Property"** shall mean real property, other than that described in the schedule attached hereto as Exhibit "A", which may in the future be brought within the jurisdiction of the Association and this Declaration by amendment or supplement to the Declaration.

(b) **"Architectural Review Committee"** and **"ARC"** shall refer to the committee established and described in Article VI hereof.

(c) **"Articles"** shall mean the Articles of Incorporation of the Association as they may exist from time to time.

(d) **"Association"** shall mean **Willowbrook At Oakleaf Plantation Homeowners' Association, Inc.**, a Florida not-for-profit corporation, its successors and assigns. The initial Articles of Incorporation of the Association are attached hereto **Exhibit "B"** and incorporated herein by reference.

- (e) **"Board"** shall mean the Board of Directors of the Association.
- (f) **"By-Laws"** shall mean the By-Laws of the Association as they may exist from time to time. The initial By-Laws are attached hereto as **Exhibit "C"**, and incorporated herein by reference.
- (g) **"Common Expenses"** shall mean expenditures for maintenance, operation and other services required or authorized to be performed by the Association with respect to the Common Areas, or otherwise, and as may be further set forth herein.
- (h) **"Common Area"** shall mean and refer to those areas of land shown on the Willowbrook Plat, intended to be devoted to the common use and enjoyment of the owners of the Property; and all real property, including any improvements thereon, now or subsequently owned by the Association for the common use and enjoyment of the Owners; and any real property subsequently deeded by the Declarant to the Association for the common use and enjoyment by the Owners; and shall include, but is not limited to, **Tract "A"** and **Tract "B"** and **Tract "C"**, as shown on the Willowbrook Plat.
- (i) **"Declarant"** shall mean Mattamy (Jacksonville) Partnership, a Florida General Partnership. Wherever the term Declarant is used in this Declaration, the Articles or By-Laws, it shall be deemed to include the successors and assigns of the Declarant, but only to the extent specifically so identified by an instrument in writing executed and recorded by the Declarant and shall not include an Owner who has purchased a Lot from the Declarant.
- (j) **"Declaration"** shall mean this Declaration of Covenants, Conditions and Restrictions as it may, from time to time, be amended or supplemented.
- (k) **"Institutional Lender"** shall mean the owner and holder of a mortgage encumbering a Lot when such owner and holder shall be a bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, an agency of the United States government, public or private pension fund, the Veteran's Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, a credit union, real estate or mortgage investment trust, or other lender generally recognized in the community as an institutional lender.
- (l) **"Lot"** shall mean any parcel of land shown on any recorded subdivision map or plat of the Property upon which shall be located a residential dwelling unit.
- (m) **"Maintenance"** shall mean, but not be limited to, cleanup, landscaping and grounds care, and upkeep of recreational amenities, and other facilities within the Common Area, and the repair, maintenance and upkeep of the entry features, as well as those private easements and utility easements as set forth on the plat, together with all additional maintenance requirements as set forth herein.
- (n) **"Member"** shall mean all Owners who are Members of the Association as provided in this Declaration.
- (o) **"Notice"** shall mean delivery to the person or entity that appears as Owner in the records of the Association of any document by mail with postage prepaid to the last known address

reflected in the records of the Association. Notice to one of two or more co-owners of a Lot shall constitute notice to all Owners of such Lot.

(p) **"Owner" or "Owners"** shall mean the owner as shown on the records of the Association (whether it be the Declarant, one or more persons, firms or legal entities) of fee simple title to any Lot located within the Property or any Additional Property. Owner shall not mean the holder of any mortgage or lien unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure nor shall the term include any lessee or tenant of any Owner.

(q) **"Plan" or "Plat"** shall mean the recorded plat of Willowbrook at Oakleaf Plantation, as recorded in Plat Book 56, at Pages 27-33, inclusive, of the Public Records of Clay County, Florida; together with any Additional Property for the development of said **Willowbrook at Oakleaf Plantation** as defined in Section 1.1(a) herein.

(r) **"Property"** shall mean the real property described in **Exhibit "A"** attached hereto and, when added in accordance with the terms and conditions hereof, any Additional Property which may be made subject to this Declaration in the manner provided herein.

(s) **"Willowbrook Plat", or "Willowbrook at Oakleaf Plantation"** shall mean the property described in the schedule attached hereto as Exhibit "A" which has been platted as **Willowbrook at Oakleaf Plantation**, according to the plat thereof as recorded in Plat Book 56, at Pages 27-33, of the Public Records of Clay County, Florida, together with any Additional Property which may be made subject to the terms of this Declaration in the future pursuant to the terms hereof.

(t) **"Drainage Easement"** shall mean and refer to any drainage easement declared and reserved on the Plan.

(u) **"Initial Assessment"** shall mean the one-time assessment collected from an initial purchaser of a Lot upon which Lot a single-family Residence has been constructed from a Builder as provided for in Section 5.9 hereafter.

Section 1.2. Interpretation Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for the development and preservation thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II

EASEMENTS AND PROPERTY RIGHTS IN THE COMMON AREA

Section 2.1. Utility Easements. In addition to, and subject to, the terms of those easements set forth on the Willowbrook Plat, the Declarant reserves the right to grant easements to any public or private utility or governmental authority providing utility and other services within the Property over, under, upon and through the Property. Any such easement granted by the Declarant pursuant hereto shall be given for the purpose of maintaining, installing, repairing, altering and operating sewer lines, irrigation lines, water lines, effluent disposal lines, pipes, wires, power lines, telephone service, gas lines, cable

television service, alarm systems, and like machinery, equipment and apparatus appurtenant to all of the forgoing as may be necessary or desirable for the installation and maintenance of utilities and providing services to Owners, the Property and the Common Area. All such easements shall be of such size, width and location as the Declarant, in its discretion, deems appropriate; provided, however, such discretion will be exercised in such a manner so as to not unreasonably interfere with the use of any improvements which are now, or may hereafter be, located upon the Property.

Section 2.2. Owners' Easement of Enjoyment. Except as to (i) the street, right of way, sidewalk easements and drainage easements depicted and dedicated on the Plat to Clay County, Florida, and (ii) the Clay Electric Cooperative, Inc. ("CEC") easements for electric service dedicated on the Plat to the CEC; and (iii) the easements for water and sewer systems marked "JEA" which have been dedicated on the Plat to JEA, and those private drainage easements depicted on the Plat, every Owner shall have a right and easement of enjoyment in and to the Common Areas, if any, which shall be appurtenant to and shall pass with the title to every Lot.

Section 2.3. Conveyance of Common Area. On or before such time as eighty percent (80%) of the Lots have been sold and conveyed from the Declarant to the individual Owners, Declarant shall convey by quit claim deed its fee simple right, title and interest in and to those areas designated as Common Area on the Plan to the Association, such deed to be recorded among the public records of Clay County, Florida; and whereupon the Association shall assume the responsibility for the maintenance and repair of such Common Area in accordance with the terms and provisions of this Declaration.

Section 2.4. Surface Water Management System. The St. Johns River Water Management District has issued to Mattamy Homes its Permit No. 40-019-65850-85, as modified by its letter dated January 6, 2012. Upon completion of the towlhomes and other improvements by Declarant, and its subsequent conveyance of the lots defined on the Willowbrook Plat, the rights and obligations of Mattamy Homes under this Permit No. 40-019-65850-85, as subsequently amended and modified, and as permitted by the St. Johns River Water Management District, shall be assigned by Mattamy Homes to the Association.

In the event of a dissolution or termination of the Association, the assets of the Association and the responsibility for the operation and maintenance of the Surface Water Management System as it relates to the Property must be transferred as provided for in Article XI of the Articles.

Section 2.5. Miscellaneous. All platted utility easements shall also be easements for the construction, installation, maintenance, and operation of cable television services which shall not interfere with the facilities and services of any electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. Such construction, installation, maintenance, and operation shall comply with the national electrical safety codes adopted by the Florida Public Service Commission.

Section 2.6. Right to Grant or Relocate Easement. The Declarant (during any period in which the Declarant has any ownership interest in the Property) and the Association shall each have the right to grant such additional drainage, water and sewer, electric, telephone, gas, sprinkler, irrigation, cable television or other easements, and to relocate any existing easement in any portion of the Property, including the lots, and to access easements and to relocate any existing access easements in any portion of the Property as the Declarant or the Association shall deem necessary or desirable, for the proper operation and maintenance of the Property, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use

of the Lots for dwelling purposes. There shall be reciprocal appurtenant easements of encroachment as between each Lot and the Common Area adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements installed by utility companies or governmental entities or the Declarant, to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point.

ARTICLE III **RULES AND REGULATIONS**

Section 3.1. Residential Use. Each Lot shall be used for single-family residential purposes only, and no trade or business of any kind may be carried on therein or thereon; provided, however, the lease or rental of a residence shall not constitute a violation of this covenant.

Section 3.2. Antennas. No television antennas may be erected and maintained on a Lot if cable television is available to serve the Properties. If cable television is not available, a single television antenna may be erected and maintained solely within the attic area and not otherwise visible from the exterior, which antenna shall be removed within three (3) months from the date of availability of cable television. Satellite dishes, one meter or greater in diameter, including support structures appurtenant thereto, which are no higher than four (4) feet from ground level may be installed in rear yards so long as the entire rear yard is fenced in the manner provided herein. A satellite dish which is less than one meter in diameter shall be installed so that the same is not visible from the street, provided, however, that this restriction shall not apply if installation in a location visible from the street is necessary in order for the satellite signal to be received by such satellite dish.

Section 3.3. Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind.

Section 3.4. Prohibition of Damage and Certain Activities Nothing shall be done or kept on any Lot or in the Common Area which would be in violation of this Declaration or any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area shall be committed by any Owner or any Tenant or invitee of any Owner; and each Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from any such damage or waste caused by him or his Tenants or invitees, to the Association or other Owners. No noxious, destructive or offensive activity shall be permitted on any Lot or in the Common Area, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing on the Property.

Section 3.5 Signs Prohibited No sign on any kind shall be displayed to the public view on any Lot or the Common Area.

Section 3.6. Parking. No truck or van with more than 3/4 ton capacity, boat, trailer, recreational vehicle or commercial vehicle shall be parked, stored or otherwise kept on any portion of the Property for more than twenty-four (24) hours, except that any of the foregoing vehicles may be stored in the garage on a Lot so long as the garage door is fully closed while such vehicle is located therein. The term "commercial vehicle" shall include, without limitation, all autos, trucks, vans and other vehicular equipment, which bear signs or shall have printed thereon any reference to a commercial undertaking or enterprise. Commercial vehicles in the process of loading or unloading shall not be considered to be

"parked" so long as such vehicles shall not be kept on the Property overnight. Further, the Association may promulgate further rules and regulations affecting the parking of any vehicles on the Lot which appear in the best interests of all Owners.

Section 3.7. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or the Common Area, except that dogs, cats and other customary household pets maybe kept on Lots subject to limitations, which may be imposed from time to time by applicable governmental authority and further subject to rules and regulations adopted by the Association, provided that they are not kept, bred, or maintained for any commercial purpose. Each Owner shall be responsible at all times for the prompt collection and proper removal and disposal of all excrement from their pets. The Association may prohibit the keeping of any pet anywhere upon the Property which the Association reasonably determines may constitute a threat to the safety or health of persons lawfully upon the Property. All Owners at all times shall comply with all rules, regulations, ordinances, statutes, and laws adopted, promulgated, or enforced by any public agency having jurisdiction of the Property and relating to animals, and shall at no times allow such animals to constitute a nuisance within any portion of the Property. Each Owner of a Lot, which for purposes of this Section shall include all persons living within the residential dwelling unit located upon each such Lot, shall be limited to a maximum of three (3) customary household pets, including without limitation dogs, cats, or other animals which are not usually kept in a cage or tank, at any one time. This restriction shall control in the event of a conflict between this Section and any rule which may be adopted by the Association from time to time governing the keeping of pets by Owners.

Section 3.8. Trash and Garbage. No trash, garbage, or other waste material shall be kept or permitted upon any Lot or the Common Area except inside the improvements on each Lot or in sanitary containers concealed from view and otherwise in conformity with rules and regulations adopted by the Association. There shall be no burning of trash or any other waste material.

Section 3.9 Provisions Are Inoperative As to Initial Construction. Nothing contained in this Declaration shall be interpreted or construed to prevent the Declarant, its transferees, or its or their contractors, or sub-contractors, from doing or performing on all or any part of the Property owned or controlled by the Declarant, or its transferees, whatever they determine to be reasonably necessary or advisable in connection with the completion of the construction, marketing and sale of improvements on the Lots and the Common Area, including, without limitation:

(a) Erecting, constructing, and maintaining thereon such temporary structures or uses otherwise conforming with applicable zoning regulations of Clay County, Florida as may be reasonably necessary for the conduct of Declarant's business of completing such construction and establishing the Property as a residential community and disposing of the same in parcels by sale, lease, or otherwise; or

(b) Maintaining such sign or signs thereon conforming with applicable zoning regulations of Clay County, Florida as may be reasonably necessary in connection with the sale, lease, or other transfer of the Property in parcels.

As used in this Section and its sub-paragraphs, the term "its transferees" specifically does not include purchasers of Lots improved as completed residences.

Section 3.10. Recreational Equipment. Subject to prior approval of the ARC as to specific location, all basketball backboards, fixed or otherwise, and any other fixed game and play structures shall be located at the rear of the dwelling, or in the case of corner Lots on the inside portion of the Lot within

the setback lines. Tree houses or platforms of the like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the residence constructed thereon. Skateboard ramps or equivalent structures shall not be permitted on any Lot.

Section 3.11. Fences. Subject to the prior approval of the ARC, an Owner may install a privacy fence only between such Owner's residential dwelling unit and an adjacent residential dwelling unit along the line dividing the respective Lots. On any side where no other residential dwelling unit abuts the Owner's unit, the Owner is hereby prohibited from erecting any fence. Any such fence so installed shall be six feet (6') in height, as measured from the ground, and extend no more than eight feet (8') from the rear of the Owner's residential dwelling unit. All such fences shall be manufactured from solid vinyl or pvc material and shall be white in color. From time to time, the ARC may adopt rules governing the landscaping of such fences which may be required, provided always that any such landscaping which may be permitted by the ARC shall be aesthetically compatible with the existing landscaping of the residential dwelling unit.

Section 3.12. Safe Neighborhood Improvements District. Clay County, Florida may require or permit the Declarant to form one or more safe neighborhood improvements districts, as provided for in Part IV of Chapter 163, Florida Statutes, as the same may be amended from time to time for maintenance and operation of street lights to be installed on the Property, maintenance of stormwater drainage and retention systems on the Property, or the performance of other services beneficial to Owners of Lots in the **WILLOWBROOK AT OAKLEAF PLANTATION**. All Lots shall be encompassed within any such districts which may be established and shall be subject to the restrictions, limitations and assessments as may be imposed upon the property within any such district(s). All Owners shall be bound by any agreement or resolution creating a safe neighborhood improvements district and all Owners shall join in and execute any instrument which may be required in connection with the establishment of such district(s).

Section 3.13 Swimming Pools. No swimming pool, whether above or below ground, shall be constructed on any Lot.

Section 3.14. Air Conditioning Equipment. Heating and cooling of residences with systems of active or passive solar, wind and other forms of energy other than gas or electric shall be subject to prior approval of the ARC. Components of such systems that are affixed to the exterior of a residence shall not be permitted unless the design thereof shall have first been approved by the ARC. Exterior components of any cooling or heating system (or a combination thereof) shall be substantially screened from view from the street fronting the residence.

Section 3.15. Transmission Facilities. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which interferes with the reception of television or radio received upon any other Lot.

Section 3.16. Maintenance of Lots. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All setback areas, yards, walkways, driveways and parking areas shall be maintained and kept in a neat and clean condition, free of refuse and debris. All landscaped areas (up to the edge of pavement on the public right-of-way adjacent to each Lot) shall be maintained in live, healthy and growing condition, properly watered and trimmed. Any planting of grass, shrubs or trees which become dead or badly damaged, shall be replaced with similar sound and healthy plant materials.

Section 3.17. Fuel Tanks. No fuel tanks or similar storage receptacles may be exposed to view from front or side streets or adjacent properties, but may be installed within the main dwelling house,

within a walled in or screened area, or buried underground, and shall be approved by the ARC prior to construction.

Section 3.18. Mailboxes. All mailboxes shall meet the requirements of the United States Postal Service for multiple mailboxes and shall otherwise conform with the criteria of the applicable governmental authority as to type of mailboxes allowed and the specific distance needed in the recovery area of the street system.

Section 3.19. Inoperative Vehicles and Repair. No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain on the Property for a period in excess of two (2) days. There shall be no major maintenance, repair or restoration performed on any motor vehicle on or adjacent to any Lot in the Property; provided, however, such maintenance, repair or restoration may be done if solely within an enclosed garage. All vehicles shall have current license plates. Moreover, no stripped, unsightly, offensive, wrecked, junked, or dismantled vehicles or portions thereof shall be parked, stored or located upon any Lot at any time.

Section 3.20. Garage Doors. All single family residences shall be constructed so as to include operational garage doors. All garage doors shall remain closed at all time when not in use for entry or exit to or from the garage.

Section 3.21. Window and Sliding Glass Door Treatments. All windows shall have two inch (2") white blinds; all sliding glass doors shall have white vertical blinds.

Section 3.22. Porches. Owners may install screen enclosures on existing patios or porches in the rear of a residential dwelling unit subject to the prior review and approval by the ARC of the plans for same. Any such enclosure approved by the ARC shall be constructed of screen material with white aluminum framing. No portion of the enclosure may be constructed of vinyl, including the roof or covering portion of such enclosure. No Owner shall be permitted to enlarge the size of the existing concrete patio or porch at the rear of such Owner's residential dwelling unit for any purpose.

Section 3.23. Short Term Rentals. Rentals of any Residence for a period less than seven (7) months shall be prohibited. All leases shall be filed with the Association in accordance with the requirements promulgated from time to time by the Board of Directors; such filing shall be complied with seven (7) days after the effective date of the lease. All leases and occupancy of leased premises shall comply with the zoning laws and regulations of the City.

Section 3.24. Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Lots and the Common Area, as the same are from time to time adopted by the Association. The prohibitions and restrictions contained in this Article shall be self-executing without implementation by further rules and regulations; provided, however, the foregoing shall not be construed as an implied prohibition preventing the Association from extending the scope of such prohibitions and restrictions from time to time by adopting further rules and regulations consistent with this Declaration.

Section 3.25. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors or the Association, a fine or fines may be imposed upon an Owner for failure of any Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation, contained herein and rules or regulations promulgated under the Articles of Incorporation or Bylaws of the Association, provided the following procedures are adhered to:

(a) Notice. The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting, which shall not be less than fourteen (14) days from the date of said notice. At the meeting, Owner shall present reasons why penalties should not be imposed.

(b) Hearing. The non-compliance shall be presented to the Board of Directors, at a meeting which shall not be held less than fourteen (14) days after the date notice of non-compliance is sent to Owner. The Board of Directors shall hear reasons why the penalties should not be imposed at said hearing. A written decision of the Board of Directors shall be submitted to the Owner no later than twenty-one (21) days after the Board of Director's meeting.

(c) Appeal. Any person aggrieved by the decision of the Board of Directors as to a non-compliance may, upon written request to the Board filed within seven (7) days of the person's receipt of the written decision of the Board of Directors, file an appeal with the Board of Directors to be heard by the appeals committee, which appeals committee shall consist of three (3) non-interested members of the Association. The appeals committee shall meet and file a written determination of the matter and serve copies on both the Board and the aggrieved person. In no case shall the appeals committee's findings be binding on either party; however, the Board of Directors may elect to review its decision in light of the findings of the appeals committee. A failure of an Owner to file an appeal shall be deemed to be a waiver of any further legal remedies relating to the infraction.

(d) Penalties. The Board of Directors may impose special assessments as follows:

(i) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(ii) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

(iii) Third and subsequent non-compliance or violations that are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

(e) Payment of Penalties. Fines shall be paid no later than thirty (30) days after notice of the imposition or assessment.

(f) Application. All monies received from fines shall be allocated for the benefit of the Association as directed by the Board of Directors.

(g) Non-Exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

ARTICLE IV **MEMBERSHIP AND VOTING RIGHTS**

Section 4.1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 4.2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, each of whom shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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

(a) Three (3) months after ninety percent (90%) of the maximum number of residential Lots allowed for the Property have been conveyed to Class A Members;

(b) On the date which is ten (10) years after the recording of this Declaration; or

(c) Upon voluntary conversion to Class A Membership by the Declarant provided always, that such conversion shall not be effective sooner than the point in time at which certificates of occupancy have been issued for seventy percent (70%) of the lots.

ARTICLE V **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 5.1. Creation of the Lien and Personal Obligation of Assessments The Declarant hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual, special and other assessments to be established and collected as hereinafter provided. Such assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot on the date when the assessment became due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed by such successor; provided, however, in no event shall assumption by a successor relieve the former Owner of any personal liability arising hereunder. In the case of co-ownership of a Lot, all such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 5.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners of the Lots, their guests, lessees and business invitees; for the improvement, repair, replacement and maintenance of the Common Area and the improvements located thereon; for payment of all taxes assessed to the Association, if any, in respect to the Common Area, or the improvements or personal property thereon, or both; and, for the general purpose of enabling the Association to perform and fulfill its authorized or required rights, powers, duties and obligations.

Section 5.3. Annual Assessments The Association shall have the power to levy annual assessments against the Lots and the Owners thereof in the manner and for the purposes provided herein.

The Association shall have the further right to require the payment of annual assessments in monthly, quarterly or semi-annual installments as the Association may deem necessary and appropriate.

Section 5.4. Maximum Annual Assessment. Until January 1 of the year immediately following the date of the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment shall be **\$1500.00 per Lot**, plus any amounts that may be assessed under Sections 5.5 or 5.6 of this Article V. The actual amount of the annual assessment shall be determined by the Board on an annual basis subject to the following:

(a) From and after January 1 of the year immediately following the conveyance of the first Lot by the Declarant to an Owner, the maximum annual assessment may be increased each year without a vote of the Members by an amount not more than fifteen percent (15%) over the maximum assessment for the preceding year.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot by the Declarant to an Owner, the maximum annual assessment may be increased by more than the amount permitted pursuant to Subparagraph (a), above, by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose.

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

Section 5.5. Individual Assessments. The Association may impose an individual assessment upon any Owner whose use or treatment of the Common Area, any Lot or the improvements on any Lot is not in conformity with the standards adopted by the Association or which increases the maintenance cost to the Association above that which would result from compliance by the Owner with such use restrictions imposed by this Declaration. The maximum amount of such assessment shall be equal to such cost incurred plus ten percent (10%) to cover the cost of administration and may be enforced in the manner provided for other assessments.

Section 5.6. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may (i) levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose; or (ii) levy a special assessment upon authorization of the Board of Directors of the Association, for the purpose set forth in Sections 11.1.1 through 11.1.8 hereof.

Section 5.7. Notice and Quorum for Any Action Authorized Under Sections 5.4 and 5.6. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.4 or 5.6 shall be sent to all Members via regular U.S. Mail, not less than thirty (30) days nor more than sixty (60) days in advance of the meeting and shall be posted conspicuously on the Property or broadcast on closed circuit cable television not less than fourteen (14) days before the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast majority of all the votes of each class of Membership shall constitute a quorum.

Section 5.8. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots; provided, however, the Declarant may elect to pay the annual assessment upon unsold Lots owned by the Declarant at a rate equal to twenty-five percent (25%) of the normal

annual assessment for so long as Declarant shall obligate itself to pay any operating deficit incurred by the Association during the period of such lesser assessment. Notwithstanding the foregoing, any Lots from which the Declarant derives any rental income shall be assessed at the same rate as is hereinabove established for Lots owned by other Members of the Association, prorated as of, and commencing with, the first day of the month following the execution of the rental agreement.

In addition to the annual and special assessments authorized herein, the Association may levy, as hereafter set forth, a single lot assessment applicable only to a specific Lot that has failed to meet its maintenance obligations set forth in Article III.

Section 5.9. Initiation Assessment. In addition to the annual, special and individual assessments provided for hereunder, the Association shall have the right to collect from each party purchasing a Lot a one-time initiation assessment in the amount of **\$350.00**. The initiation assessment shall be due and payable only at the time of the conveyance of the Lot to the initial purchaser of the Lot from a Builder and shall not apply to subsequent conveyances of said Lot to subsequent Owners. As used herein, the term "Builder" shall mean a party who has contracted to purchase three or more Lots in **WILLOWBROOK AT OAKLEAF PLANTATION** for the purpose of constructing homes for third-party purchasers. The initiation assessment may be utilized in the discretion of the Declarant to offset any obligation of the Declarant to deficit fund the operation of the Association or for any other lawful purpose as set forth herein for the use of Annual Assessments. At the time of payment of the initiation assessment provided herein, the Owner shall likewise pay to the Association that portion of the Annual Assessment provided in Section 5.3 prorated from the date of purchase through the end of the then current calendar year.

Section 5.10. Date of Commencement of Assessments Due Date. The annual assessments provided for herein shall commence as to all Lots on such date as shall be determined by the Board in conformity with the provisions of this Declaration, but in any event shall commence no later than the date of the conveyance of the first Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates of periodic installments shall be established by the Board. The Association shall, upon request, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 5.11. Determination of Allocation of Assessments. The number of Lots used for the calculation of the annual assessments shall be determined as of the ownership of record thirty (30) days prior to the commencement of the fiscal year of the Association and when so determined shall be controlling for the entire fiscal year.

Section 5.12. Effect on Nonpayment of Assessments; Remedies of the Association. If any assessment is not paid on the date due as determined in the manner provided in this Article V then such assessment shall become delinquent and shall, together with accrued and accruing interest and costs of collection as herein provided, become due and payable and be a continuing lien on such Lot which shall bind such Lot and the then Owner. The Association may record a notice of lien for delinquent assessments in the Public Records of Clay County, Florida, and foreclose the lien in the same manner as a mortgage. Upon recording, the lien shall secure the amount of delinquency stated therein and all unpaid assessments, interest and costs of collection accruing thereafter until satisfied of record. 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 twelve percent (12%) 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, there being added to the amount of such assessment interest at the aforesaid rate and all costs of collection, including reasonable attorneys' fees incurred in connection therewith at trial and all appellate levels.

Section 5.13. Subordination of the Lien to Mortgages. Except as provided by Florida law, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an Institutional Lender encumbering a Lot; provided, however, such subordination shall apply only to the assessments with respect to such Lot to the extent they have become due and payable prior to a sale or transfer of such Lot pursuant to a foreclosure judgment or in any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from the liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. An Institutional Lender shall, upon request, be entitled to written notification from the Association of any default of an Owner of any obligation hereunder which is not cured within sixty (60) days. Furthermore, the Association may provide such notice without receiving a request from an Institutional Lender.

Section 5.14. Reserves. The Association shall include within the annual assessment amount (but not be limited by the matters for which reserves may be collected as hereafter stated), sums to be collected as reserves for replacement, repair and/or maintenance of improvements situate upon or within the Common Area. Such reserve amounts will be based on a schedule approved and prepared by the Board on an annual basis and shall be based on the cost of the improvements and their estimated life. Reserves for the drainage system shall be held in an account separate and apart from all other reserves.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 6.1. Establishment of Architectural Review Committee. There is hereby established an Architectural Review Committee (the "ARC") which shall consist of three (3) or more persons designated and appointed by the Declarant. At such time as the Declarant no longer owns any Lot within the Property (or earlier at the option of the Declarant), the Declarant shall assign to the Association all rights, powers duties and obligations of the ARC, whereupon the Board shall appoint the members of the ARC and shall provide for the terms of the members of the ARC. Members of the ARC need not be officers, directors or Members of the Association.

Section 6.2. ARC Authority. The ARC shall have full authority to regulate the use and appearance of the Property and all improvements constructed there and to assure harmony of external design and location in relation to surrounding improvements and topography and to protect and preserve the value and desirability of the Property as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests or the Association in maintaining the value and desirability of the Property as a residential community, or both. The ARC shall have authority to adopt, promulgate, rescind, amend and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration and, in the event the Board has not constituted itself as the ARC, such rules and regulations shall be approved by the Board prior to the same taking effect. Violations of the rules and regulations of the ARC shall be enforced by the Board, unless such enforcement authority is delegated to the ARC by resolution of the Board.

Section 6.3. ARC Approval. No building, fence, hedge, wall, walk, dock, pool, planting, sign, or enclosure or addition to any improvement located upon a Lot shall be constructed, erected, removed, planted or maintained nor shall any addition to, or any change or alteration thereof, be made until the plans and specifications showing the nature, kind, shape, height, materials, color scheme and location of same shall have been submitted to, and approved in writing by, the ARC. Any change in the exterior appearance of any improvement, including, without limitation, repainting in the same or different color, exterior refinishing, re-roofing, or the addition of architectural details, decorative sculptures or wrought iron grills, construction of fences or other enclosures, shall likewise require written approval of the ARC before any such work is commenced. The ARC shall have the right to refuse approval of plans, specifications or locations upon any grounds, including purely aesthetical considerations, which the ARC, in its sole and absolute discretion, deems appropriate.

Section 6.4. Submissions of Plans and Specifications. As part of the application process to the ARC, two (2) complete sets of plans and specifications (including the landscape prepared by an architect or other person found to be qualified by the ARC and two (2) site plans shall be submitted for approval by written application on such form as may be provided, required or approved by the ARC. In addition, the anticipated commencement date and estimated time for completion shall be included in the application to the ARC. In the event the information submitted to the ARC is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information.

Section 6.5. Standards. No approval shall be given by the ARC pursuant to the provisions of this Article unless the ARC determines that such approval shall (i) assure harmony of external design, materials, and location in relation to surrounding improvements and topography within the Property, (ii) shall protect and conserve the value and desirability of the Property as a residential community; (iii) shall be consistent with the provisions of this Declaration; and, (iv) shall be in the best interests of the Association in maintaining the value and desirability of the Property as a residential community. The ARC may deny any application upon the ground that the proposed alteration will create an undue burden of maintenance upon the Association. In the event additional maintenance may be required, then the ARC shall require an agreed method of payment for such maintenance cost and require security for the payment of same. The ARC may condition the approval of any application upon the Owner providing reasonable security that the contemplated work will be completed substantially in accordance with the plans and specifications therefore submitted to the ARC.

Section 6.6. Drainage. All plans submitted to the ARC shall contain a drainage plan which shall be consistent with the master drainage plan for the Property or, in the alternative, contain an affirmative statement that none of the work contemplated by the plans will have any effect on the drainage of the Lot. In all events, each Owner shall be and remain fully liable for any and all damage caused directly or indirectly by any change in the design or function of drainage on or from any Lot, or the grade of any Lot, in connection with the construction, installation or maintenance of any approved changes by the Owner. In the event of any change to the drainage design, function or grade, the Association may, but shall not be required to, restore the drainage design, function or grade and may charge the Owner for all reasonable costs incurred in connection therewith plus ten percent (10%), said charge to constitute a lien on the Property of such Owner. In connection with any such restoration, the Association may exercise powers granted to it under Section 5.5 of Article V.

Section 6.7. Completion. All improvements for which approval of the ARC is required and has been obtained pursuant to the terms and provisions of this Declaration shall be completed within the time period specified in such approval. In the event the improvements are not completed within the required time, the Association may, thirty (30) days following written notice from the ARC to the Owner, complete such improvements at the sole expense of the Owner in accordance with the plans and

specifications previously approved by the ARC and may charge the Owner for the expenses incurred in connection therewith plus ten percent (10%), said charge to constitute a lien on the Property of the Owner. In connection with any such restoration, the Association may exercise powers granted to it pursuant to Section 5.5 of Article V.

Section 6.8. Right of Entry. There is specifically reserved to the Association and the ARC, the right of entry and inspection upon any Lot for the purpose of determining and/or correcting the existence of any activity or condition which violates the terms of any approval given by the ARC or the terms of this Declaration. The ARC is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to enforce the terms of this Declaration, or to remove any improvements which have not been approved by the ARC or have not been constructed in conformity with approval granted by the ARC, the prevailing party shall be entitled to recover all costs, expenses and reasonable attorneys' fees in connection therewith. The Association shall indemnify and hold the ARC and its members harmless from any and all costs, expenses and liabilities, including reasonable attorneys' fees, incurred by virtue of service as a member of the ARC.

Section 6.9. Violations. In each instance where improvements have been constructed, or the construction thereof is substantially advanced, in such manner that the same violates the restrictions contained in this Declaration, including, activities carried out which are not consistent with plans and specifications approved by the ARC, the ARC (if it has knowledge of such violation) shall notify the Board in writing and the Board may thereafter direct the violating Owner to immediately remove any/or cure such violation. For purposes hereof, all Owners specifically consent and agree to comply with the provisions of this Section as of the time such Owner shall become vested with title to any portion of the Property.

Section 6.10. Waivers. The ARC shall have the right, but not the obligation, to grant waivers for minor deviations and infractions of the covenants, conditions and restrictions contained herein. The granting of any waiver may be given or withheld in the sole discretion of the ARC and any prior grant of a similar waiver shall not impose upon the ARC the duty to grant new or additional waivers for like or similar conditions.

Section 6.11. Disclaimer of Liability. The Association, the Declarant, the ARC and all officers, employees, directors or members thereof shall in no way be liable to any person or persons submitting plans and specifications for approval by reason of mistake in judgment, negligence or non-feasance arising out of, or in connection with, the approval, disapproval or failure to approve any such plans and specifications. Each person who submits plans and specifications for approval agrees, by submission thereof, that it will not bring any action or suit whatsoever against the Association, the Declarant, the ARC, or any officer, employee, director or member thereof.

ARTICLE VII

PARTY WALLS AND OTHER SHARED STRUCTURES

Section 7.1. Definition of Party Wall. Each wall, including patio walls, fence, driveway or similar structure which is built as part of the original construction of the homes upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 7.2. Sharing of Costs of Maintenance. The cost of reasonable repair and Maintenance of a party wall shall be shared by the adjoining Owners of such wall in proportion to the use thereof, without prejudice, however, to the right of any Owner to call for a larger contribution from the adjoining Owner under any rule of law regarding liability for negligent or willful acts or omissions.

Section 7.3. Destruction of a Party Wall. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 7.4. Liability for Negligent or Willful Acts. Notwithstanding any other provision of this Article, an Owner, who, by his negligent or willful act, causes any party wall to be exposed to the elements shall bear the whole cast of furnishing the necessary protection against such elements.

Section 7.5. Right of Contribution Runs With the Land The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7.6. Restriction on Improvements to Party Wall. In addition to meeting the Owner requirements of this Declaration and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild in any manner which requires the extension or other alteration of any party wall, shall first obtain the written consent of the adjoining Owner.

Section 7.7. Resolution of Disputes Between Owners as to Party Walls. In the event of a dispute between the Owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to arbitration under such rules as may from time to time be adopted by the Association. If no such rules have been adopted, then the matter shall be submitted to three arbitrators, one chosen by each of the Owners and the third by the two so chosen, or, if the arbitrators cannot agree as to the selection of the third arbitrator within five (5) days, then by any Judge of the Circuit Court of Clay County, Florida. A determination of the matter signed by any two of the three arbitrators shall be binding upon the Owners, who shall share the cost of arbitration equally. In the event one party fails to choose an arbitrator within ten (10) days after personal receipt of a request in writing for arbitration from the other party, then the other party shall have the right and power to choose both arbitrators.

Section 7.8. Binding Effect. These covenants contained in this Article VIII shall be binding upon the heirs and assigns of any Owners but no person shall be liable for any act or omission respecting any party wall except such as took place while an Owner.

Section 7.9. Rules and Regulations. The Association may by its By-Laws, rules or regulations, govern the use of party walls by Owners, if necessary, to prevent the imposition of annoyances between Owners.

ARTICLE VIII **PRIVACY WALLS**

Section 8.1. Privacy Wall. The Declarant may construct walls, entry monuments, signage or fences within the Property ("Privacy Wall" or "Privacy Walls"). A Privacy Wall shall hereinafter be defined as any wall or fence built by the Declarant, or later built by the Association, in any Common Area or easement as a visual barrier, decorative or architectural feature, safety feature, or for any other reason at the sole discretion of the Declarant, or as a requirement of any municipality or governing authority.

Section 8.2. Ownership and Maintenance of Privacy Walls. The Association own and shall be responsible for maintenance of the Privacy Walls.

Section 8.3. Easement of Privacy Wall. An easement is hereby created in favor of the Declarant and the Association for the construction, management, inspection, painting, maintenance and repair of the Privacy Walls located within the Property. The easement shall extend five (5) feet into each affected Lot from the boundary of the Lot for each Lot having a Privacy Wall. Entry upon a Lot by the Declarant or the Association, or its agents, as provided herein, may occur without notice and shall not be deemed a trespass.

ARTICLE IX **ANNEXATION OF ADDITIONAL PROPERTY**

Section 9.1. Annexation without Association Approval. At any time prior to ten (10) years from the date hereof, Additional Property may be annexed, in whole or in part, by the Declarant and made subject to the governing provisions of this Declaration without the consent of Class "A" Members of the Association. The Lots and the improvements thereon, together with the rights and obligations of the Declarant and other Owners thereof, upon all or any portion of such Additional Property shall become subject to the provisions of this Declaration upon recording of an appropriate supplement or amendment hereto executed by the Declarant without the consent of the Class "A" Members.

ARTICLE X **RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

Section 10.1.0. Common Area Maintenance. The Association shall be responsible for the exclusive management, control and Maintenance of the any Common Area, together with all Improvements thereon, including specifically, but not by way of limitation, all furnishings and equipment related thereto, paving, drainage structures, walls, lighting fixtures and appurtenances, landscaping, sprinkler system, entry features and markers, and signs, and shall keep the same in good, clean, substantial, attractive and sanitary condition, order, and repair. In furtherance of the forgoing, the Association shall have the right to enter into such contracts or agreements as the Board shall deem appropriate. Said contracts or agreements shall include, but is not limited to, the decorative streetlight and

signage agreement with Clay County known as the "Neighborhood Street Sign and Light Improvement Agreement."

Section 10.1.1. Maintenance of Improvements. The Association shall paint and maintain the exterior walls of all buildings, including any townhomes built on the Lots. The cost of such painting and any incidental repairs in connection therewith shall be a Common Expense of the Association unless an Owner has caused or allowed damage or deterioration of his Improvement resulting in more than incidental repairs. The cost of such painting and/or repair which the Board, in its discretion, believes exceeds what is typically required of other Improvements shall be assessed to the Owner of that Improvement at the time painting and/or repair is required. In the event the Association paints any fence, wall, or other Improvement along the common boundary of two (2) Lots (other than exterior walls of any townhomes), the cost of same shall be borne equally between the adjacent Owners.

Section 10.1.2. Roof Repair. At the discretion of the Board, the annual assessment may include an annual amount to be collected for roof repairs, including re-roofing to the Improvements and any townhomes built on the Lots. The Association shall have no obligation to cause roof repairs to be performed mandatorily unless first approved by an affirmative vote of two thirds (2/3) of the Members present or represented by proxy and entitled to vote at any meeting at which a quorum is present as provided in the By-Laws when written notice of such meeting specifies that a vote on mandatory roof repairs and/or replacement will be taken at such meeting. Absent such affirmative vote, roof repairs and/or replacement shall be performed at the discretion of the Board.

Section 10.1.3. Lawn Maintenance by Association. The Association shall perform the following maintenance to each Lot: cutting grass, trimming hedges, edging, and fertilizing.

Section 10.1.4. Maintenance by Owners. Notwithstanding the maintenance obligations of the Association, whether mandatory or voluntarily, each Owner shall maintain the improvements located on his Lot including mulching. The wall or fence located on a Lot shall be maintained by the Owner of the Lot. The Owner of each Lot shall maintain the exterior portion of the building located on such Lot including repainting as may be necessary in order to maintain the building at all times in a first class condition, provided, however, that such Owner shall not be required to paint that portion of the building which the Association is obligated to paint. If the Board determines that an Owner is failing to maintain his Lot and/or Improvement, the Board shall have the right to go on such Lot to provide exterior maintenance on any Improvement, including landscaping, subject, however, to the following provisions: Prior to performing any maintenance on an Improvement, including landscaping, the Board shall determine that said Property is in need of repair or maintenance and is detracting from the overall appearance of the Property. Prior to commencement of any maintenance work on a Lot, the Association must furnish fifteen (15) days prior written notice if the maintenance problem involves yard work, and thirty (30) days prior written notice if the maintenance involves structural work or exterior work on the building. Notice must be given to the Owner at the last address listed in the Association's record for such Owner, notifying the Owner that unless certain specified repairs or maintenance are made within the 15 or 30 day period, the Association shall make said necessary maintenance or repairs and charge the same to the Owner. Upon failure of the Owner to act within the required period of time, the Association shall have the right to enter in or on any such Lot or to hire personnel to do so to make such necessary repairs or maintenance as are specified in the above-written notice. In this connection, the Association shall have the right to paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior Improvements.

Section 10.1.5. Assessment of Cost. The cost of such exterior maintenance as described in Section 10.1.4 above shall be assessed against the Lot upon which such maintenance is performed as a

special assessment and shall be due and payable immediately, and shall be a lien or obligation of the Owner. The Association shall have the right to bring legal action against the Owner to collect for the cost of the maintenance or repairs along with any attorneys' fees and costs and administrative fees and costs. The Association shall also have the right to record a lien against the Lot for such costs and expenses and bring legal action against the Owner to foreclose the lien. The Board, when establishing the annual assessment for Common Expenses against each Lot for any assessment year as required under Article V hereof may add thereto the estimated cost of the exterior maintenance of a Lot for that year; but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

Section 10.1.6. Termite Bond. The Association shall carry a termite bond for all townhomes constructed on the Lots. Said bond shall provide for the repair of improvements in the event of termite infestation, and in the sole discretion of the Board, said bond may be for the replacement of improvements in the event of termite infestation.

Section 10.2. Right of Entry. The Association, through its employees, contractors and agents, is hereby granted a right of entry into and upon each Lot to the extent reasonably necessary to discharge the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration, including, the discharge of any duty of maintenance or replacement, or both, imposed upon any Owner. Such right to entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever the circumstances permit. Entry into any improvement upon any Lot shall not be made without the consent of the Owner or occupant thereof except when such entry is reasonably necessary for the immediate preservation or protection of the health or safety of any person lawfully upon the Property or of any such person's property. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by the foregoing Sections of this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

Section 10.3. Services of Association. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems appropriate and advisable, together with such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it may contract. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration.

Section 10.4. Services for Owners. The Association may contract, or otherwise arrange, with any person or entity to furnish water, trash collection, sewer services, maintenance, replacement, and other common services to all Lots. Any Owner additionally may voluntarily contract with the Association for the Association to perform, or cause performance of, any services benefiting such Owner's Lot at the cost and expense of such Owner. All sums due the Association pursuant to such contract shall be added to and become a part of the assessment against such Owner's Lot. Notwithstanding the foregoing, the Association may not contract with any Owner to provide any service at such Owner's expense which it is the duty of the Association to provide at its own expense under any provision of this Declaration.

Section 10.5. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise.

Section 10.6. Rules and Regulations. The Association may from time to time adopt, alter, amend, and rescind rules and regulations further governing the use of the Lots and of the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

Section 10.7. Implied Right. The Association may exercise any other right or privilege given to it expressly by this Declaration, the Articles, or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privilege granted her.

Section 10.8. Restriction on Capital Improvements Except for replacement or repair of those items installed by the Declarant, and except for personal property related to the maintenance of the Common Area, the Association may not authorize capital improvements to the Common Area without consent of the Declarant during a period of five (5) years from the date of this Declaration. At all times hereafter, all capital improvements to the Common Area, except for replacement or repair of those items installed by the Declarant and except for personal property related to the maintenance of the Common Area, shall require approval of the Board.

Section 10.9. Good Standing: The Association shall file its annual reports timely and at all times be in good standing with the Florida Department of State, Division of Corporations.

ARTICLE XI

RECONSTRUCTION OR REPAIR AFTER CASUALTY

Section 11.1. Damage to Common Area. In the event that any portion of the Common Area is damaged or destroyed by casualty, it shall be repaired or restored by the Association to substantially its condition prior to the damage or destruction. Repair or reconstruction of the Common Area shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed. All insurance proceeds shall be applied to the restoration and repair. If the insurance proceeds are insufficient, the deficit shall be assessed against all Owners as a special assessment. If there is a surplus of insurance proceeds, it shall become the property of the Association. Each Owner shall be responsible to the Association for damage to the Common Area caused by such Owner or the tenants, guests or business invitees of such Owner and the Association shall have the right to recover its expenses, including reasonable attorneys fees, in the event it should become necessary for the Association to initiate an action to recover damages from an Owner.

Section 11.2. Damage to the Lots. In the event of damage or destruction to any portion of the improvements on a Lot, the improvements shall be repaired or restored in accordance with the provisions of the applicable insurance requirements. In the event the Owner is unable to rebuild the improvements on the Lot, such Owner shall clear the debris and have the Lot leveled and restored within sixty (60) days from the date of destruction or damage. Repair and reconstruction of party walls shall be governed in accordance with Article VII above, and in the event of any conflict between Article VII and this Section, the provisions of Article VII shall control.

Section 11.3. Insurance. The Association shall carry an insurance policy insuring itself from liability for damages related to or arising in connection with the Street, sidewalks, and common areas. The minimum amount of insurance required shall be established in reasonable judgment of the Board of Directors of the Association.

ARTICLE XII

GENERAL PROVISIONS

Section 12.1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration or the Clay County, Florida Code as same relates to the requirements set forth herein; and the party enforcing the same shall have the right to recover all costs and expenses incurred, including reasonable attorneys' fees. In the event the Association enforces the provisions hereof against any Owner, the costs and expenses of such enforcement, including reasonable attorneys' fees, may be assessed against such Owner's Lot as a special assessment pursuant to the provisions hereof. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at any time. If these restrictions are enforced by appropriate proceedings by any such Owner or Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board.

If any dispute arises between an Owner and the Declarant, or between the Association and the Declarant, with respect to the obligation, if any, to repair and maintain the Streets, sidewalks, and/or funding for the same, such Owner and Declarant or Association and the Declarant, respectively, agree in good faith to attempt to settle such disputes by non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association pursuant to Section 720.311, Florida Statutes as amended. Such non-binding mediation shall be a condition precedent to the filing of any action at law or in equity to enforce the provisions of this Declaration pertaining to the repair and Maintenance of the Streets, sidewalks, and/or funding of same. Notwithstanding the foregoing, non-binding mediation shall not be required in any case where immediate relief, such as injunction relief, is sought.

Section 12.2 Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 12.3. Duration and Term. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants and restrictions may be extended and renewed for successive ten (10) year periods, as provided by Florida Law.

Section 12.4. Amendment. Unless provided otherwise herein, this Declaration may be amended by the affirmative vote of seventy-five percent (75%) of the Members present or represented by proxy and entitled to vote at any meeting at which a quorum is present as provided in the By-Laws when written notice of such meeting specifies the proposed amendment and amendments to be considered at such meeting. If an amendment is approved by the Members in the foregoing manner, the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date thereof, the date of the meeting of the Association at which such amendment was adopted, the date upon which notice of such meeting was given, the number of votes required to constitute a quorum at such meeting, the number of votes necessary to adopt the amendment, the total number of votes cast in favor of the amendment, and the total numbers of votes cast against the amendment. Anything contained herein to the contrary notwithstanding, there shall be no amendments to the Declaration that materially or adversely affect rights granted or reserved herein to the Declarant

without its written consent. In addition, the Declarant expressly reserves the right, so long as it is a Class "B" Member, to amend this Declaration without the necessity of concurrent action or approval of the owners so long as such amendment does not materially or adversely affect the interests of the Owners. Furthermore, any amendment to this Declaration which would tend to alter or affect the Surface Water Management System shall require prior written approval of the St. Johns River Water Management District. All amendments to this Declaration shall be recorded in the Public Records of Clay County, Florida.

Section 12.5. Effect of Recording. Any Lot situated within the Property shall be deemed to be "subject to assessment", as such term is used in this Declaration, the Articles or the By-Laws, upon recording of this Declaration; and, any Additional Property annexed pursuant to the provisions hereof shall be deemed "subject to assessment" upon recording of the appropriate supplement or amendment to this Declaration annexing the same.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be duly executed the day and year first above written.

Witnesses:

DECLARANT: MATTAMY (JACKSONVILLE)
PARTNERSHIP, a Florida general partnership

By: CALBEN (FLORIDA) CORPORATION, a
Florida corporation, its general partner

Print Name: MARK A. GRIMES

(By: Steven A. Parker, President)

Print Name: John S. [Signature]

By: MBC (FLORIDA) CORPORATION, a
Florida corporation, its general partner

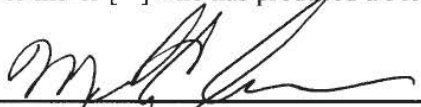
Print Name: MARK A. GRIMES

(By: Steven A. Parker, President)

Print Name: John S. [Signature]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILLOWBROOK AT OAKLEAF PLANTATION was acknowledged before me this 24 day of October, 2012 by Steven A. Parker, in his capacity as President of Calben (Florida) Corporation, and in his capacity as President of MBC (Florida) Corporation, each in its respective capacity as general partner of Mattamy (Jacksonville) Partnership, a Florida general partnership, on behalf of said general partnership, and who [☒] is personally known to me or [☐] who has produced a Florida driver's license as identification.



NOTARY PUBLIC

My Commission Expires: _____

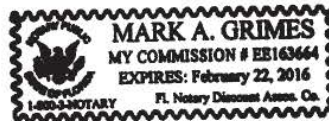


EXHIBIT "A"**LEGAL DESCRIPTION**

WILLOWBROOK AT OAKLEAF PLANTATION, according to the plat thereof, as recorded in Plat Book 56, at Pages 27-33, inclusive, of the Public Records of Clay County, Florida.

The metes and bounds description for Willowbrook at Oakleaf Plantation is more particularly described as follows:

A portion of Sections 6, 7 and 8, Township 4 South, Range 25 East, Clay County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Southwesterly corner of said Section 8; thence South 88°09'26" East, along the Southerly line of said Section 8, a distance of 221.15 feet to a point on the centerline of Branan Field/Chaffee Road, a 400 foot limited access right of way per Florida Department of Transportation Right of Way Map Section 71293-2501, dated August 30, 1999; thence North 00°05'47" East, departing said Southerly line and along said centerline, a distance of 7.69 feet to an angle point in said centerline; thence North 00°10'01" West, continuing along said centerline, a distance of 4579.99 feet to a point; thence South 89°49'59" West, departing said centerline, 200.00 feet to a point lying on the Westerly limited access right of way line of said Branan Field/Chaffee Road, said point also being the point of curvature of a curve concave Westerly, having a radius of 5529.58 feet; thence Northerly, along said Westerly Limited Access right of way line and along the arc of said curve, through a central angle of 01°32'42", an arc length of 149.11 feet to the Point of Beginning, said point being the intersection of said Westerly Limited Access right of way line with the Northerly limited access right of way line of Plantation Oaks Boulevard, a variable width limited access right of way as shown on said Florida Department of Transportation Right of way Map Section 71293-2501, said arc being subtended by a chord bearing and distance of North 00°56'22" West, 149.11 feet.

From said Point of Beginning, thence departing said Westerly limited access right of way line and along said Northerly limited access right of way line the following 4 courses: Course 1, thence Westerly, along the arc of a curve concave Northerly, having a radius of 1120.00 feet, through a central angle of 09°56'09", an arc length of 194.22 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 89°30'31" West, 193.98 feet; Course 2, thence Westerly, along the arc of a curve concave Southerly, having a radius of 2000.00 feet, through a central angle of 04°00'19", an arc length of 139.81 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 86°32'36" West, 139.78 feet; Course 3, thence Northwesterly, along the arc of a curve concave Northeasterly, having a radius of 500.00 feet, through a central angle of 19°35'20", an arc length of 170.94 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North 78°45'05" West, 170.11 feet; Course 4, thence Northwesterly, along the arc of a curve concave Northeasterly, having a radius of 1150.00 feet, through a central angle of 18°51'18", an arc length of 378.44 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 59°31'47" West, 376.74 feet; thence departing said Northerly limited access right of way line and along

the Northerly right of way line of said Plantation Oaks Boulevard, a variable width right of way as shown on said Florida Department of Transportation Right of Way Map the following 2 courses: Course 1, thence Northwesterly, along the arc of a curve concave Northeasterly, having a radius of 1150.00 feet, through a central angle of $11^{\circ}54'53''$, an arc length of 239.14 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $44^{\circ}08'41''$ West, 238.71 feet; Course 2, thence North $38^{\circ}11'15''$ West, 508.40 feet to the Southwesterly corner of the plat of Whitfield at Oakleaf Plantation, as recorded in Plat Book 46, pages 58 through 67 of the Public Records of said county; thence North $79^{\circ}31'28''$ East, departing said Northerly right of way line and along the southerly line of said plat, 1198.86 feet to the Southeasterly corner thereof, said corner lying on said Westerly limited access right of way line of Branan Field/Chaffee Road, said Westerly limited access right of way line being a curve concave Westerly having a radius of 5529.58 feet; thence Southerly along the arc of said curved Westerly limited access right of way line, through a central angle of $10^{\circ}41'54''$, an arc length of 1032.50 feet to the Point of Beginning, said arc being subtended by a chord bearing and distance of South $07^{\circ}03'40''$ East, 1031.00 feet.