

Board of Directors Meeting
Willowcroft Owners Association, Inc.

Minutes

August 16, 2018

Offices of Cornerstone Property Solutions
3700 NW 91st Street, Suite A-100
Gainesville, FL 32606

Attending: Tom Herman
Richard (Dick) Hord
Andy Howell
Richard Hord – Arrived at meeting at approximately 8:00pm.
Sally Ryden

Others Present: Eugene Haufler, CAM Cornerstone Property Solutions of North-Central Florida, LLC.; Julie Naim, Esq. Attorney & Legal Counsel for Willowcroft Homeowner's Association.

WHEREUPON, Sally Ryden, acting on behalf of the Association, noting that a quorum of the membership was present, and the meeting was properly noticed, called the meeting to order at 6:01pm.

- I. Minutes of Previous Meeting: Tom Herman made a motion to approve the minutes of the following meetings: Board of Directors Meeting held June 21, 2018, ARB Meeting held June 16, 2018, Annual Membership Meeting held January 23, 2018, and a Board of Directors meeting held January 23, 2018. Andy Howell seconded this motion. All were in favor and the motion carried.
- II. Amendments To Governing Documents: Attorney Julie Naim went over the proposed amendments to the governing documents in detail. A summary of these revisions is attached to these minutes, and are part & parcel to same. A motion was made in reference to paragraph 4.5 of the Bylaws in regard to the proxy review process. Tom Herman made a motion to approve paragraph 4.5 of the Bylaws. Dick Hord seconded the motion. All were in favor with the exception of Andy Howell, who voted nay. Tom Herman made a motion to accept all document revisions as submitted by Julie Naim, as written and revised. Dick Hord seconded this motion. All were in favor.
- III. FAQ Document: Dick Hord submitted a FAQ document to be used in the future to make an owner's handbook. This document is also part & parcel to these minutes.
- IV. Adjournment: Andy Howell made a motion to adjourn the meeting. Dick Hord seconded this motion. All were in favor. Meeting adjourned at 7:21PM

Minutes taken and respectfully submitted by Gene Hafler & Reviewed by Secretary Dick Hord.

WILLOWCROFT OWNERS ASSOCIATION, INC. LIMITED PROXY

If you are unable to attend the [DATE] meeting of the Willowcroft Owners Association, you can complete and return this Proxy by filling in the form below, signing where required, then mailing the completed form to: Willowcroft Owners Association, Inc. c/o Cornerstone Property Solutions, 3700 Northwest 91st Street, A100, Gainesville, FL 32606 or emailing to [EMAIL ADDRESS] so that you can be represented in the vote on the issues below and so a quorum will be represented at the meeting. It is most important that you either personally attend the meeting or return this proxy so that the Association can function to conduct business.

The undersigned, _____, (**please print your name**) owner or

designated Voting Representative of _____ (**please fill in your address**) in WILLOWCROFT OWNERS ASSOCIATION, INC., appoints

_____ or, if no proxy holder is designated, then Richard Hord [NOTE: ANY BOARD MEMBER COULD BE APPOINTED AS THE DEFAULT, WE JUST NEED TO BE SURE THIS PERSON WILL ATTEND], as my proxy holder to attend the special meeting of the members of the Willowcroft Owners Association, Inc. to be held [DATE], at [TIME], at [LOCATION].

The proxy holder named above has the authority to vote and act for me to the same extent that I would if personally present except that my proxy holder's authority is limited as indicated below:

LIMITED POWERS

FOR YOUR VOTE TO BE COUNTED ON THE FOLLOWING AMENDMENTS, YOU MUST INDICATE YOUR PREFERENCE IN THE BLANKS PROVIDED BELOW

I specifically authorize and instruct my proxy holder to cast my vote in reference to the following matters as indicated below:

Below are proposed changes to the Declaration of Covenants, Conditions and Restrictions for Willowcroft (the "Declaration"), the Articles of Incorporation of Willowcroft Owners Association, Inc. (the "Articles"), and the Bylaws of Willowcroft Owners Association, Inc. (the "Bylaws"). Any language added to the Declaration is underlined and any language removed is stricken through.

Voting Representative Requirements

There is some discrepancy between the Declaration, Articles, and Bylaws regarding whether a voting representative is required. The below amendments resolve this discrepancy and clarify that owners may, but are not required to, designate a voting representative.

1. Article II, Section 5 of the Declaration is proposed to be amended as follows:

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

corporation, trust, or partnership, then the Owner or Owners may designate a voting representative utilizing the procedure set forth in the Bylaws.

2. Paragraph 3.4 of the Bylaws is proposed to be amended as follows:

~~Designation of Voting Representative. If a Lot or Residential Unit is owned by one person or entity, its rights to vote shall be established by the record title to the Lot or Residential Unit. If a Lot or Residential Unit is owned by more than one person or entity, the person entitled to cast the votes for the Lot or Residential Unit shall be designated by a certificate signed by all of the record Owners of the Lot or Residential Unit and filed with the Secretary of the Association. If a Lot or Residential Unit is owned by a general or limited partnership, the person entitled to cast the votes for the Lot or Residential Unit shall be designated by a certificate of appointment signed by one of the general partners and filed with the Secretary of the Association. If a Lot or Residential Unit is owned by a corporation, the person entitled to cast the votes for the Lot or Residential Unit shall be designated by a certificate of appointment signed by the President or Vice President of the corporation and filed with the Secretary of the Association. If a Lot or Residential Unit is owned in trust, the person entitled to vote for the Lot or Residential Unit shall be designated by a certificate of appointment signed by the trustee of record for the trust and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot or Residential Unit concerned. A certificate designating the person entitled to cast the votes of a Lot or Residential Unit may be revoked in writing by any Owner thereof provided, however, that no Lot or Residential Unit shall vote in excess of the voting rights allocated to that Lot or Residential Unit pursuant to the Declaration. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Lot, it shall thereafter be conclusively presumed for all purposes that he/she was, or they were, acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void. If a Lot is owned by more than one Owner or by an entity, including a company, corporation, trust, or partnership, then the Owner or Owners may designate a voting representative utilizing the procedure set forth in the Bylaws.~~

_____ **Yes, I would like make these changes.**

_____ **No, I would like the documents to remain as they are now.**

Common Area Amendment

The below amendment is designed to clarify that owners cannot individually restrict other owner's access to the common area, this must be done by the board.

3. Article III, Section 3, Paragraph h of the Declaration is proposed to be amended as follows:

~~The right of the Owner of a Lot Board of Directors of the Association to restrict the usage of the Limited Recreational Area Common Area that is adjacent to his/her Residential Unit.~~

_____ **Yes, I would like make this change.**

_____ **No, I would like the Declaration to remain as it is now.**

Budget Amendment

The below amendments are designed to streamline the budget process.

4. Article V, Section 3, Paragraph C of the Declaration is proposed to be amended as follows:

C. Adoption of Budget. The Board shall cause a copy of the budget and the projected assessments to be levied for the following year, broken down according to type of Lot to be delivered to each Member at least ~~forty five (45)~~ thirty (30) days prior to the end of the Association's fiscal year. ~~The budget and the assessments shall become effective unless and until disapproved at a special meeting of the Members held on or before thirty (30) days after the proposed budget and assessments are mailed to the Members, by a vote of two thirds (2/3) of the membership of the Association. In the event that the membership so disapproves the proposed budget for the succeeding year, or in the event the Board shall fail to propose a budget, then and until such time as a new, acceptable budget shall have been determined, the budget in effect for the preceding year shall continue for the succeeding year.~~

5. Paragraph 10.2 of the Bylaws is proposed to be amended as follows:

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

_____ **Yes, I would like make these changes.**

_____ **No, I would like the documents to remain as they are now.**

Foreclosing Lender Amendment

The below amendment is designed to revise the Declaration's language to match current law. It requires a foreclosing first mortgage holder to pay at least a portion of delinquent assessments due on a property and requires second (or more junior) mortgage holders to pay the association for all delinquent assessments.

5. Article V, Section 8 of the Declaration is proposed to be amended as follows:

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

that became due before the mortgagee's acquisition of title shall be liable to the maximum extent permitted by law.

_____ **Yes, I would like make this change.**

_____ **No, I would like the Declaration to remain as it is now.**

Architectural Control Related Amendments

The below amendments are designed to streamline the architectural review process, as well as remove some outdated references to the authority of the Declarant.

6. Article VI, Section 1 of the Declaration is proposed to be amended as follows:

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

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

~~As long as the Declarant or any corporation with a director who is also a director of the Declarant, owns any lands subject to this Declaration, the Declarant shall be entitled to appoint all members of the ARB. Thereafter, the~~ The membership of the ARB shall be determined by the Board of Directors of the Association. The Board of Directors may appoint itself to sit as the ARB or may elect to retain some or all of the authority of the ARB. The ARB shall consist of no less than three (3) members, ~~none~~ all of whom shall be required to be owners or occupants of the Properties. ~~The Declarant may at any time assign in writing its powers of~~

~~removal or appointment to any entity or person, subject to such terms and conditions as the Declarant may choose to impose.~~ Nothing herein contained shall be deemed to limit the right of an Owner to finish or alter the interior of that Owner's improvements as that Owner deems appropriate or desirable, subject to provisions of other Articles of this Declaration. The concurrence of a majority of the members of the ARB shall be required for any decision of the ARB. All meetings of the ARB shall be conducted in conformance with Fla. Stat. Chapter 720, as amended from time to time, including, but not limited to, any requirements regarding notice and minutes.

The conclusion and opinion of the ARB shall be binding, except that an Owner may appeal the decision of the ARB to the Board of Directors. In order to exercise this appeal right, the Owner must notify the Board of Directors of the appeal within fifteen (15) days of the date of the ARB meeting at which the decision was made. If in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that any proposed improvement, alteration, etc. is not consistent with the Planning Criteria of the Development Plan, such alteration or improvement shall not be made.

_____ **Yes, I would like make all of these changes.**

_____ **Yes, I would like to only make changes related to the Declarant, as shown in bold font above.**

_____ **No, I would like the Declaration to remain as it is now.**

7. Article VI, Section 2 of the Declaration is proposed to be amended as follows:

Section 2. Approval or Disapproval. Approval of the plans and specifications may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the reasonable dissatisfaction of the ARB with the location of the structure on the lot, the elevation, the color scheme, the finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the property, fences, enclosures, mail boxes, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the ARB, will render the proposed item of improvement inharmonious or out of keeping with the general Development Plan or the Planning Criteria. Two (2) sets of plans, specifications and plot plans (collectively the "plans") shall be submitted to the ARB by the Owner prior to applying for a building permit. The Owner shall obtain a written receipt for the plans from an authorized agent of the ARB. Plans and re-submittals thereof shall be approved or disapproved within ~~forty-five (45)~~ thirty (30) days after receipt by the ARB. Provided, however, that if an Owner is replacing or repairing an existing improvement and is either utilizing the same color and materials as the existing improvement or utilizing only colors and materials approved by the ARB and Board as part of the Planning Criteria, then the Owner shall qualify for expedited approval. In order to qualify for expedited approval, the Owner shall provide the ARB with notice that the Owner is seeking expedited approval and that notice shall include a description of the qualifying activity, including a description of all colors and materials used and a statement that no other modifications are being made. An appointed member of the ARB shall review that notice and, if that member finds that the request does not qualify for expedited approval, then that member shall notify the Owner within ten (10) days that the request does not qualify. The Owner shall then make a new and full application under the standard review process. If the member of the ARB notifies the Owner that the request qualifies or does not notify the Owner that the request does not qualify within ten (10) days, then the request shall be deemed approved. Failure of the

ARB to respond in writing to a submittal or re-submittal of plans within such period shall be deemed to be an approval of the plans as submitted or resubmitted. The ARB approval or disapproval, as required by this Declaration, shall be in writing and shall accompany one (1) copy of the plans to be returned to the Owner. Whenever the ARB disapproves plans and specifications, the disapproval shall be accompanied by a written outline of the reason or reasons for such disapproval. The remaining copy shall become the property of the ARB.

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

_____ **Yes, I would like make all of these changes.**

_____ **Yes, I would like to only make changes related to the Declarant, as shown in bold font above.**

_____ **No, I would like the Declaration to remain as it is now.**

Enforcement Related Amendments

The below amendments update the governing documents to comply with current fining requirements and revise the enforcement period to be consistent with the statute of limitations period provided in applicable law.

8. Article VI, Section 3 of the Declaration is proposed to be amended as follows:

Section 3. Violations; Waiver. The work approved must be performed strictly in accordance with the plans as submitted and approved. If after such plans have been approved, the improvements are altered, erected, or maintained upon the property otherwise than as approved by the ARB, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the ARB having been obtained as required by this Declaration. After the expiration of ~~one (1)~~ five (5) years from the date of completion of any improvement, addition or alteration, said improvement shall, in favor of purchasers and encumbrances in good faith and for value be deemed to comply with all of the provisions hereof, unless a notice of such noncompliance executed by any member of the ARB shall appear of record in the office of the Clerk of the Circuit Court of Alachua County, Florida, or legal proceedings shall have been instituted to enforce compliance with these provisions. Upon approval of the ARB, it shall be conclusively presumed that the location and exterior configuration of any building, structure or other improvement placed or constructed in accordance with the approved plans does not violate the provisions of this Declaration. The approval of the ARB of any plans submitted for approval as herein specified shall not be deemed to be a waiver by the ARB of its rights to object to any of the features or elements embodied in such plans if or when the same features or elements are embodied in any subsequent plans submitted, nor shall its approval be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

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

_____ **Yes, I would like make this change.**

_____ **No, I would like the Declaration to remain as it is now.**

9. Article VII, Section 2 of the Declaration is proposed to be amended as follows:
Owner's Responsibility; Default. It shall be the affirmative duty of each Owner at all times to keep and maintain the improvements and landscaping (except as provided in Section 1 above) in good and presentable condition and repair, consistent with the approved plans and specifications therefor. The Association shall have the right to provide exterior maintenance upon any Lot and improvements thereon in the Properties in the event of default by any Owner of that Owner's duties hereby imposed; subject, however, to the following provisions. Prior to performing any such maintenance on an Owner's property, the Board of Directors of the Association, or a committee appointed by the Board of Directors, shall determine that same is in need of repair or maintenance and is detracting from the overall appearance of the Properties. Except in the event of an emergency, prior to commencement of any maintenance work, the Board of Directors must furnish five fifteen (15) days' prior written notice to the Owner at the last address listed in the Association's records for said Owner, notifying the Owner that unless certain specified repairs or maintenance are commenced within said five fifteen (15) day period, and thereafter diligently pursued to completion, the Association may procure said repairs or maintenance and charge same to the Owner. Upon the failure of the Owner to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Association shall have the right to enter in or upon any Lot and the exterior of any improvements located thereon, or to hire personnel to do so, to make such necessary repairs, or maintenance as is specified in the written notice. In this connection, the Association shall have the right to do such things as, but not limited to, paint, repair, replace and care for roofs, gutters, downspouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, and removal of debris which in the opinion of the Association detracts from the overall beauty and setting of the Properties. **The Declarant and the Association, or their its agents or employees, shall not be liable to the Owner for any trespass or damages or injury to the property or person of the Owner or the occupants or invitees of the affected parcel or improvements thereon unless caused by gross negligence or intentional wrongdoing.**

_____ **Yes, I would like make all of these changes.**

_____ **Yes, I would like to only make changes related to the Declarant, as shown in bold font above.**

_____ **No, I would like the Declaration to remain as it is now.**

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

a. **Notice.** A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person or entity sought to be fined or suspended, and the Association shall notify the Owner of the infraction or infractions. Included in the Notice shall be the date and time of the next Board of Directors meeting at which time the Owner shall present reasons why penalties should not be imposed. If the Board of Directors votes to levy a fine, then the Owner shall be given an opportunity for a hearing before a fining committee, as described

in paragraph b herein.

b. **Hearing.** The non-compliance shall be presented at a hearing before a committee of at least three (3) Members appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, Director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The requirements contained herein do not apply to the imposition of suspensions or fines upon any Member because of the failure of the Member to pay assessments or other charges when due as authorized by Article V of this Declaration.

c. **Fines.** The Board of Directors may impose a fine in the nature of a special assessment against the Residential Unit owned by the Owner in the amount of \$100.00 per violation or \$100.00 per day for a continuing violation, up to a maximum of \$1,000.00 per continuing violation. ~~as follows:~~

~~(1) — First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).~~

~~(2) — Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).~~

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

_____ **Yes, I would like make this change.**

_____ **No, I would like the Declaration to remain as it is now.**

Landscaping Maintenance Amendments

The below amendment is designed to simplify owner's landscape maintenance obligations and provide the association with the flexibility to have landscaping standards adopted by the board.

11. Article VIII, Section 1 of the Declaration is proposed to be amended as follows:

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

Each Owner shall be required to ~~enter into an annual contract with a professional landscape maintenance company approved by the Board of Directors. Such contract shall~~ maintain the landscaping and hardscaping on the Owner's Lot, including ~~include~~ at a minimum, the routine mowing, edging, trimming of shrubbery, weeding and removal of debris of mulched areas, raking of leaves, and blowing off of walks, drives and patios; ~~to be done at intervals of not more than every two (2) weeks during December, January and February; every ten (10) days during October, November and March; and every week from April through September.~~ Such ~~contract shall provide for~~ The Owner shall, in addition to the above, ~~fertilization of~~ fertilize all grass and shrubbery in accordance with best management practices and ~~for the annual~~ at least annually replenish ~~replenishment~~ of mulch (the use of ~~express dyed~~ mulch is prohibited) as ~~required~~. Each Owner shall further be required to keep turf grass in good condition by timely treatment for infestations of insects, fungus and other maladies. ~~An Owner may, however, apply for and be granted by the Board of Directors of the Association, an "Exception" allowing the Owner to perform lawn maintenance rather than entering into a contract with an approved landscape maintenance company upon satisfactory proof of the Owner's skills and~~

abilities in such area. Said "Exception" must be re-applied for on an annual basis, and approval for said "Exception" may be withdrawn for any reason and at any time by the Board of Directors upon written notice to the Owner. The Board of Directors may adopt rules, regulations, and standards regarding this required maintenance, including, but not limited to, standards for frequency of maintenance tasks.

_____ **Yes, I would like make this change.**

_____ **No, I would like the Declaration to remain as it is now.**

Parking Amendments

The below amendments are designed to prevent the association from becoming an enforcer of garage use and also to prevent on street parking from becoming a blight or hazard.

12. Article VIII, Sections 8 and 9 of the Declaration are proposed to be amended as follows:

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

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

In order to create and maintain an aesthetically pleasing and more pedestrian-friendly neighborhood less dominated by automobiles, further restrictions on vehicles and parking may be established by the Board of Directors, including, but not limited to, rules restricting parking on some areas of the Property. ~~are established as follows: Driveways on any Lot are for the purpose of conveying the Owner's automobiles from the street to inside the garage, and generally, not for parking. Parking of automobiles on the driveway for other than short periods of time is prohibited.~~

~~Households owning more than the two automobiles to be kept in the garage shall park such automobiles on the street, and shall be limited to two such additional automobiles.~~ Any automobile parked or operated within the Properties shall be maintained in clean and presentable condition. Guests staying longer than two days ~~may shall~~ park on the street. Owners and members of the Owner's household may park on the street temporarily. For the purposes of this paragraph, the term "temporarily" means on no more than two (2) days per month. No automobile bearing any signage (to include letters and unusual painting schemes such as "scenes, flames or designs") or drastically modified from the original factory design, may be regularly operated or parked within the Properties. The Board of Directors may establish general rules and regulations and change such from time to time as needed to insure, generally, that automobiles operated within the Properties are of a standard size, without signage, kept to a minimum number, kept clean and generally presentable, and are parked in garages, on driveways, or on the street.

This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as pick-up, delivery, and other commercial services. Additional rules and regulations regarding use, repair and

storage of vehicles in the Properties may be promulgated from time to time by the Board of Directors.

~~Notwithstanding the above, Owners wishing to park an additional automobile on their property not within the garage may apply to the ARB for permission to do so. In considering such application, the ARB shall take into account all issues of aesthetics and will follow the Architectural Guidelines established by the ARB from time to time. The granting of permission for an additional parking place as part of the driveway may be rejected entirely if in the opinion of the ARB, proper aesthetics cannot be provided, or approved with restrictions by the ARB at its sole discretion. The ARB shall not grant permission to park an additional vehicle if the home has motorecourt style driveway as defined in the Architectural Guidelines or if the parking space is not paved using the same materials as the main driveway.~~

~~Permission for an additional parking place on the driveway shall not obviate the requirement for maintaining the garage as space for parking two automobiles.~~

_____ **Yes, I would like make these changes.**

_____ **No, I would like the Declaration to remain as it is now.**

Sign Amendment

The below amendment is designed to liberalize the signs permitted in Willowcroft without allowing overly large signs or an unlimited number of signs.

13. Article VIII, Section 10 of the Declaration is proposed to be amended as follows:

Section 10. Signs. No signs, advertisements, billboards, solicitation or advertising structures of any kind shall be erected, modified or maintained on any Lot, unless specifically permitted by this paragraph or prior written approval of the ARB is obtained; ~~provided, however,~~ The following signs are permitted without approval:

- a) reasonable street numbers and name signs on individual Residential Units, ~~and~~
- b) one sign containing not more than four (4) square feet on surface area per side (2 sides maximum) and used solely in connection with the marketing of Lots for sale, ~~and shall be permitted without prior approval~~
- c) one sign containing not more than four (4) square feet on surface area per side (2 sides maximum) used solely in connection with the promotion of candidate(s) for elected office(s) may be displayed for eight (8) weeks prior to and one (1) week after an election. ~~The restrictions of this section shall not apply to the Declarant.~~

_____ **Yes, I would like make all of these changes.**

_____ **Yes, I would like to only make changes related to the Declarant, as shown in bold font above.**

_____ **No, I would like the Declaration to remain as it is now.**

Mailbox Amendment

The below amendment allows for adoption of a standard mailbox.

14. Article VIII, Section 16 of the Declaration is proposed to be amended as follows:

Section 16. Mailboxes. No mailboxes, newspaper tubes, or non-uniform receptacles shall be permitted in the

Properties unless and until approved by the ARB, and subject to such requirements as may be imposed by the ARB. The ARB may adopt a standard model for mailboxes for use on the Properties.

_____ **Yes, I would like make this change.**

_____ **No, I would like the Declaration to remain as it is now**

Gate Amendment

The below amendment adjusts the opening and closing time of the gates and provides for repairs.

15. Article VIII, Section 18 of the Declaration is proposed to be amended as follows:

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

- a. South Driving Gates. These entrance gates are electrically operated and shall generally be open each day from 6:00 A.M. to 9:00 P.M., ~~with the times adjusted slightly to accommodate Daylight Savings Time and the difference between the summer and winter months. A change to have the gates closed during the daylight hours shall require an affirmative vote of 25 of the 33 Members (75%), and such vote may be taken only in the sixtieth month after the Association is turned over to the Owners, and each sixtieth month thereafter. However, if and when such an affirmative vote to close the gates during daylight hours has occurred, the Members may vote within any timeframe thereafter such vote to re-open the gates, which re-opening shall require an affirmative vote of 25 of the 33 Members (75%).~~
- b. South Pedestrian Gates. These gates are manually operated and self-closing. If in the future electrically actuated locks are added, they shall be timed to remain unlocked during daylight hours. This provision is a requirement of the design and final plat approval for Willowcroft enacted by the City of Gainesville.
- c. North Driving Gate. This gate is to remain closed at all times unless driving through. Only Willowcroft Owners shall have remote controls to operate the north driving gate. If the operating mechanism should fail, the gate is to be locked closed until repairs are made ~~can be effected~~.
- d. North Pedestrian Gate. This gate may be manually operated and self-closing or may be an opening only, without a gate. If in the future, electrically actuated locks are added to a gate, they shall be timed to remain unlocked during daylight hours. This provision is a requirement of the design and final plat approval for Willowcroft enacted by the City of Gainesville.

_____ **Yes, I would like make this change.**

_____ **No, I would like the Declaration to remain as it is now**

Leasing Amendment

Recent case law has held that restrictions on commercial use of real property may not prevent homes from being rented on a short term basis via services like Air BnB or Vacation Rentals By Owner. The below amendment is designed to maintain the residential character of our neighborhood.

16. A new section is proposed to be added to Article VIII of the Declaration:

Section 19. Leasing Restrictions. No Owner or other person with an interest in a Lot or Residential Unit may dispose of the Lot or Residential Unit or any interest in it or right to occupy it or any portion thereof by lease, sublease, contract, or similar instrument except in compliance with the terms of this section. Any lease, sublease, contract, or similar disposal of interest shall be void if made in violation of this section. For the

purposes of this section, all leases, subleases, contracts, or similar disposals of interest shall be referred to as a "lease". No lease term may be for less than twelve (12) months. All leases must be for the entire Lot and Residential Unit constructed thereon. No lease may be entered into for the first twelve (12) months that an Owner owns a lot or Residential Unit. The Owner wishing to lease his Residential Unit or Lot shall notify the Association of the lease and provide contact information, including at least a telephone number, for the occupant(s) of the Residential Unit or Lot at least ten (10) days prior to the effective date or move-in date under the lease, whichever is later. Owners may apply to the Board of Directors for a hardship exception from any of the above leasing restrictions and the approval or disapproval shall be within the sole and absolute discretion of the Board of Directors.

Electronic Notice

The below amendments are proposed to establish the use of electronic communication and notice.

17. Article XIV, Section 3 of the Declaration is proposed to be amended as follows:

Section 3. Notices. Any notice required to be sent to any Owner or Member shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. Notwithstanding anything to the contrary contained herein, the association may provide notice by electronic transmission in a manner authorized by law for all notices required to be sent to any Owner or Member, including, but not limited to, meetings of the board of directors, committee meetings requiring notice, and annual and special meetings of the members, notices of violations of governing documents of the Association, and demands to repair or cure violations of the governing documents of the Association; however, an Owner or Member must consent in writing to receiving notice by electronic transmission.

18. Article XVI, Section 3 of the Declaration is proposed to be amended as follows:

Section 3. Notices. Any notice provided for herein shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person as shown on the records of the Association at the time of such mailing or at the time of transmission if electronically transmitted to the email or other electronic transmission address on file with the Association, unless otherwise provided herein.

19. Paragraph 3.2 of the Bylaws is proposed to be amended as follows:

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

Board of Directors Related Amendments

The below amendments are designed to give flexibility in the adjustment of the number of board members and require members of the board to be members of the association.

20. Article IX of the Articles is proposed to be amended as follows:

The affairs of the Association shall be managed by a Board of not less than three (3), nor more than five (5) directors who shall need not be Members. The ~~initial~~ Board shall be comprised of five (5) ~~three (3)~~ directors. ~~Anything in these Articles to the contrary notwithstanding, until such time as the~~

~~Declarant has conveyed to purchasers not affiliated with the Declarant all lands within the Properties, or at such earlier date as may be selected by the Declarant, the Declarant shall be entitled to designate the Board of Directors of the Association. Once the Declarant relinquishes its right to appoint the Board of Directors,~~ The Members shall elect the directors for staggered terms of three (3) years each. ~~To create the staggered terms, one post shall become vacant in one (1) year and a successor director shall be elected. The second post shall be deemed vacant at the end of the second year, and a successor director shall be elected. The third post shall be deemed vacant at the end of the third year, and a successor director shall be elected. All successor directors shall serve for terms of three (3) years each.~~ The number of directors may be increased by amendment to these Articles. The number of directors may be decreased by a majority vote of the Board if the eliminated directorships are vacant. Otherwise, the number of directors may be decreased by amendment to these Articles. In the event that the number of people comprising the Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year. Provided, however, that if the number of Directors is decreased by a vote of the Board, then that decrease is effective immediately.

21. Paragraph 5.1 of the Bylaws is proposed to be amended as follows:

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

_____ **Yes, I would like make all of these changes.**

_____ **Yes, I would like to only make changes related to the Declarant, as shown in bold font above.**

_____ **No, I would like the documents to remain as they are now.**

Proxy Amendment

The below amendments correct the use of the term "Unit" to "Lot" and provide for a proxy audit process.

22. Paragraph 4.5 of the Bylaws is proposed to be amended as follows:

Proxies. Every Member entitled to vote at a meeting of Members or to express consent or dissent without a meeting, or a Member's duly authorized attorney-in-fact, may authorize another person or persons to act for the Member by proxy. Every proxy must be signed by the Member or the Member's attorney-in-fact, and must state the date, time, and place of the meeting for which it was given. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. Every proxy shall be revocable at any time at the pleasure of the person executing it and shall expire upon the transfer of title to the Lot ~~Unit~~ giving rise to the voting rights to

which the proxy pertains. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Association officer responsible for maintaining the list of Members. Proxies shall be reviewed at the start of any meeting at which proxies will be utilized by either the Association's community association manager and a Board member or by two Board members.

Election Process Amendments

The below amendments are designed to streamline the election process to reduce costs.

23. Paragraph 5.8, 5.9, and 5.10 of the Bylaws are proposed to be amended as follows:

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

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

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

Board Meeting Notice Amendment

The below amendments brings the Bylaws into compliance with current law, allows for electronic notice, and corrects a reference to "Unit" instead of "Lot".

24. Paragraphs 6.1 and 6.2 of the Bylaws is proposed to be amended as follows:

6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly (or more frequently if determined by the Board) at such place and hour as may be fixed from time to time by resolution of the Board. If the day for such regular meeting is a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday. ~~Notice of such regular meeting is hereby dispensed with.~~

Regular meetings of the Board of Directors shall be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege or when otherwise permitted by law to be closed to the Members.

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

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

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

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

Financial Reporting Amendment

The below amendment is proposed to bring the Bylaws into compliance with current law.

25. Paragraph 10.3 of the Bylaws is proposed to be amended as follows:

Financial Reporting. The Board of Directors shall prepare an annual financial report within ~~sixty (60)~~ ninety (90) days after the close of the fiscal year. The Association shall, within the time limits as set forth in Article 8 herein, provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member

Declarant Related Amendments

The below amendments are primarily to remove outdated references to the "Declarant" (the developer), since the Developer is no longer involved in Willowcroft. Please note that the amendments to Article III, Section 4 of the Declaration do require Declarant consent and will only be included in the final recorded amendment if the Declarant consents.

26. Article I, Paragraph e of the Declaration is proposed to be eliminated as follows, with the remaining paragraphs in Article I being renumbered:

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

27. Article II, Sections 1, 2, 3, and 4 of the Declaration is proposed to be amended as follows:

Section 1. Association. The Association shall be a nonprofit corporation charged with the duties and vested with the powers prescribed by law and set forth in the Articles of Incorporation, the Bylaws and this Declaration. Copies of the Association Articles of Incorporation and Bylaws are attached hereto as Exhibits "B" and "C",

respectively. Neither the Articles of Incorporation nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be either: (1) Members of the Association, or (2) officers, directors, representatives or employees of any Member that is a corporation, company, trust, or other legal entity ~~the Declarant~~. A Board of Directors of the Association, and such officers as the Board may elect or appoint, shall conduct the affairs of the Association in accordance with this Declaration, the Articles of Incorporation and the Bylaws.

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

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

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

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

(i) ~~When the total outstanding Class "A" votes in the Association equal the total outstanding Class "B" votes; or~~

(ii) ~~On December 31, 2005; or~~

(iii) ~~When, in its discretion, the Declarant so determines.~~

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

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

Section 4. ~~The Declarant Veto Power.~~

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

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

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

b. ~~The Declarant shall have been given the opportunity at each such meeting, if Declarant so desires, to join in, or to have its representatives or agents join in, discussion of any prospective action, policy or program to be implemented by the Board or the Association. The Declarant and its representatives or agents may make its concerns and suggestions known to the Members of the Association or of the Board. At such meeting the Declarant shall have, and is hereby granted, a veto power over any such action, policy or program authorized by the Board of Directors, the Association officers, or Association membership, and to be taken by said Board, the officers or agents of the Association, or any individual Member of the Association (if Association or Board~~

approval is necessary for said Member's action). Except as set forth in subsection (c) below, the Declarant veto must be exercised by the Declarant, its representatives, or agents at or before the meeting to consider proposed action. The veto power shall not include the authority to require any affirmative action on behalf of the Board or the Association; and

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

28. Article III, Sections 1, 2, 3, 4, and 5 of the Declaration is proposed to be amended as follows:

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

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

Section 2. Title to Common Property. ~~The Declarant may retain the legal title to all or any portion or portion or portions of the Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same. The Declarant may convey or turn over certain items of the Common Property and retain others. The Declarant hereby covenants for itself, its successors and assigns, that it shall convey to the Association all then existing and completed Common Property located within the Properties no later than at such time as Declarant has conveyed to Owners fee simple title to thirty (30) of the thirty three (33) Lots in Willowcroft. Said conveyances shall be free and clear of any mortgage lien. The Declarant conveyed the Common Property to the Association on December 30, 2005, as evidenced by the Warranty Deed recorded in Official Records of Alachua County, Florida, Book 3292, Page 468.~~ The conveyance of the Common Property to the Association shall be deemed to contain the following covenant which shall run with the land, whether or not specifically set forth in said conveyance, and shall be binding upon the Association, its successors and assigns, for so long as such property shall remain subject to this Declaration:

In order to preserve and enhance the property values and amenities of the Properties, the Common Property and all landscaping and drainage and other improvements now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards.

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

- a. The Association, subject to the rights of ~~the Declarant~~ and the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Property and all improvements thereon.
- b. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the surface water or

stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

c. The right of the Association, agents of the Association or those employed by the Association, to enter upon that portion of each Lot not occupied by the Owner's dwelling; and each conveyance of a Lot shall be deemed to create an easement of access for the purpose of lawn maintenance both as to appearance and as required to prevent erosion and improve drainage, the installation, repair and maintenance of utilities, the installation, repair and maintenance of drainage facilities, including but not limited to gutters, downspouts, underground piping and catch basins, swales, berms, ditches (whether earthen or concrete), and for other such purposes as from time to time may be necessary for the Association to carry out its duties and obligations to the Members in accordance with the Declaration, Articles of Incorporation and Bylaws of the Association.

d. ~~The right of the Declarant without Owner or Association approval prior to conveyance of title to the Association, and the right of the Association thereafter,~~ to grant or dedicate to any Owner, to any governmental agencies and/or to any utility companies, and to reserve easements and rights-of-way, in, through, under, over and across the Common Property for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, telephone, electricity, and other utilities, and for the completion of the development. No improvement or material may be placed upon any such an easement as may damage or interfere with the installation, maintenance and operation of utilities or that may change the direction, or affect the flow, of drainage.

e. The right of the Association to suspend the voting rights of an Owner for the nonpayment of regular assessments that are delinquent in excess of ninety (90) days.

f. The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by Members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of members has been recorded.

g. ~~The easements and rights of the Declarant reserved by this Declaration.~~

Section 4. Easement Reserved to the ~~Declarant~~ Association Over Common Property. The ~~Declarant~~ Association hereby reserves to itself and its successors and assigns, such licenses, rights, privileges and easements in, through, over, upon and under all Common Property, including, but not limited to: (1) the right to use the said properties for rights-of-way and easements to erect, install, maintain, inspect and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pipes, telephone, and electrical equipment, gas, cable television, drainage facilities, ditches or lines, or other utilities or services and for any other materials or services necessary or convenient for the completion, marketing, and use and enjoyment of the Properties; (2) the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance; (3) the right to locate thereon wells, pumping stations and irrigation systems and lines; (4) the right and easement of ingress and egress for purposes of development, construction and marketing; and (5) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of all present and future phases of the Development Plan; provided, however, that said reservation and right shall not be considered an obligation of the ~~Declarant~~ Association to provide or maintain any such utility, development or service. The ~~Declarant~~ Association also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage and other utility lines which may from time to time be in or along the streets, roads and sidewalks, or within the Common Property, easements, or greenbelts, or to grant such rights to others. ~~Finally, the Declarant reserves the right to use the Common Property in its efforts to market the Properties. The easements and rights-~~

~~of way herein reserved shall continue in existence in favor of the Declarant after conveyance of Common Property to the Association until such time as the Declarant has sold all of the Lots within the Properties. This Section may not be amended without the written consent of the Declarant.~~

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

29. Article IV of the Declaration is proposed to be amended as follows:

The Association's Board of Directors shall have the authority but not the duty to obtain insurance for insurable improvements on the Common Property owned by it against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, and to obtain public liability policies covering the Association, ~~Declarant and/or its designee,~~ and its Members for damage or injury caused by the negligence of the Association, ~~Declarant and/or its designee,~~ or any of its Members or agents, and, if reasonably obtainable, directors' and officers' liability insurance, and to obtain any and all other types of insurance coverage with respect to such risks or persons as shall be deemed necessary or appropriate by the Board of Directors. Any insurance obtained shall include such coverage, contain such deductible provisions and be in such limits as shall be determined by the Board of Directors. The Association shall also have the discretion to self-insure against any risk. Premiums for insurance shall be a Common Expense if for the benefit of the Association, its officers or directors, the entire membership as a group, or relate to the Common Property.

30. Article VI, Sections 5 and 6 of the Declaration are proposed to be amended as follows:

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

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

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

Section 6. Enforcement of Planning Criteria. The ~~Declarant or the~~ Board of Directors shall have the standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARB. Should ~~the Declarant or the~~ Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be

collectible from the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, ~~the Declarant and the Association and its agents or employees~~ shall have the right to enter upon the Owner's property, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner. ~~The Declarant and the Association, or their its agents or employees,~~ shall not be liable to the Owner or to any occupant or invitee of any Lot for any trespass or damages or injury to the property or person unless caused by gross negligence or intentional wrongdoing.

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

32. Article VIII, Section 19 of the Declaration is proposed to be amended as follows:

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

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

34. Article X of the Declaration is proposed to be removed, with remaining articles renumbered:

~~ARTICLE X~~

~~AMENDMENT BY DECLARANT~~

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

~~(2) years after same has been recorded to comply with the request of any mortgagee. The foregoing amendments may be made without the joinder or approval of any Owner, mortgagee, or the Association.~~

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

35. Article XI of the Declaration is proposed to be amended as follows:

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

36. Article XII of the Declaration is proposed to be amended as follows:

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

37. Article XIII of the Declaration is proposed to be amended as follows:

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by ~~the Declarant~~, the Association and any Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be terminated at any time by recordation of an instrument signed by the then holders of eighty percent (80 %) of the votes in the Association and all mortgagees agreeing to terminate said covenants and restrictions. Provided, however, that the Association's responsibility for maintenance of the property surveyed as Common Area & Drainage Easement Cluster Open Space on the plat of Willowcroft, as provided for in this Declaration and the Declaration of Covenants, Conditions and Restrictions for Beulah Land Drainage Association, Inc., shall not be terminated without the approval of the City of Gainesville.

38. Article XIV, Section 1 of the Declaration is proposed to be amended as follows:

Section 1. Remedies. If any person or entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for ~~the Declarant~~, any Owner or the Association to: (a) prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction,

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

39. Article III, Paragraph e of the Articles is proposed to be removed in its entirety and the remaining paragraphs renumbered:

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

40. Article VII of the Articles is proposed to be amended as follows:

~~Each Owner, including the Declarant, shall be a Member of the Association. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.~~

41. Article VIII, Paragraphs 8.1 and 8.2 of the Articles are proposed to be amended as follows, with remaining paragraphs renumbered:

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

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

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

(i) ~~When the total outstanding Class "A" votes in the Association equal or exceed the total outstanding Class "B" votes; or~~

(ii) ~~On December 31, 2005; or~~

(iii) ~~When, in its discretion, the Declarant so determines.~~

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

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

8.2. ~~The Declarant Veto Power. From and after the termination of the Class "B" membership the Declarant shall have a veto power over all actions of the Association and the Board of Directors of the Association. This~~

power shall expire when the Class A other than those held by the Declarant, equals ninety percent (90%) of the total membership vote (regardless of class distinction) of the Association.

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

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

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

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

42. Article XIII, Paragraph 14.7 of the Articles is proposed to be amended as follows:

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

a. — Directly or indirectly by its provisions or in practical application relates to the Declarant in a manner different from the manner in which it relates to other Owners;

b. — Modifies the definitions provided for by Article I of the Declaration in a manner which alters the Declarant's rights or status;

c. — Modifies or repeals any provision of Article II of the Declaration;

d. — Alters the character and rights or membership as provided for by Article III of the Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association;

e. — Alters any previously recorded or written agreement with any public or quasi public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, with respect to zoning, streets, roads, sidewalks, drives, easements or facilities;

f. — Denies the right of the Declarant to convey Common Property to the Association;

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

Declarant;

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

43. Paragraph 3.1, 4.2, 4.4, 5.3, 5.5, 6.10, 13.3, and 13.5 of the Bylaws is proposed to be amended as follows:
3.1 Qualification. The Members of the Association shall consist of every Owner, ~~including the Declarant~~, and in the case of multiple Owners, every group of record Owners of Lots or Residential Units in the Property. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot or Residential Unit. Multiple Owners shall be subject to the provisions of the Declaration relative to "Multiple Owners".

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

4.4 Quorum. A quorum at Members' meetings shall consist of thirty percent (30%) of all votes in the Association, whether represented in person or by proxy. If a quorum is present, the affirmative vote of a majority of votes represented at a meeting and entitled to vote on the subject matter shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, these Bylaws or the Articles. ~~When a specified item of business is required to be voted upon by a particular class of Members, thirty percent (30%) of the votes of such class of Members shall constitute a quorum for the transaction of such item of business by that class.~~ If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

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

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

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

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

~~As long as the Declarant shall own any lands within the Property, no Declarant related amendment shall be~~

~~made to the Declaration, the Articles or the Bylaws of the Association unless such amendment is first approved in writing by the Declarant. Any amendment shall be deemed to be Declarant related if it does any of the following:~~

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

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

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

_____ **Yes, I would like make these changes.**

_____ **No, I would like the documents to remain as they are now.**

44. Except as amended herby, all other terms, conditions and covenants contained in the Declaration, Articles, and Bylaws shall remain in full force and effect.

DATE: _____

OWNER or VOTING REPRESENTATIVE SIGNATURE of

THIS PROXY IS REVOCABLE BY THE UNIT OWNER AND IS VALID ONLY FOR THE MEETING FOR WHICH IT IS GIVEN AND ANY LAWFUL ADJOURNMENT. IN NO EVENT IS THE PROXY VALID FOR MORE THAN NINETY (90) DAYS FROM THE DATE OF THE ORIGINAL MEETING FOR WHICH IT WAS GIVEN.

[DO NOT COMPLETE THIS SECTION. This section is only to be filled in by the Proxyholder if he or she wishes to appoint a substitute Proxy holder.]

SUBSTITUTION OF PROXYHOLDER

The undersigned, appointed as proxyholder above, designates _____ (print name) to substitute for me in voting the proxy as set forth above.

Signature of proxyholder Date: _____

FREQUENTLY ASKED WILLOWCROFT QUESTIONS:

Front Gate

1. If the front gates do not open, you can pull the red lever on the fire department box to open both gates. This works only if the gates are energized. Otherwise, they must be opened manually.
2. GPS directions must come on NW 16th Blvd
3. Maintenance Reserves part of annual budget
- 4.

Front Gate Call Box

↵ **4 digits** e.g. #1234

Maintenance Reserves part of annual budget

Back Gate

- * Remote only
- * GPS directions must come on NW 16th Blvd
- * Maintenance Reserves part of annual budget
- *

Beauland

Maintenance Reserves part of annual budget

Commons: Maintenance Reserves part of annual budget

- * **Islands**
- * **Front Brick Wall**
- * **Drake Elms Tree**
- * **Gazebo**
- * **Commons ground maintenance**

Mail Boxes

- * Model
- * Replacement
- * Management can repair or replace for a fee

Street Lights

- * GRU with contract;
- * Maintenance Reserves part of annual budget

Street Pavement

- * Pavement maintain by Willowcroft HOA
- * Maintenance Reserves part of annual budget

Homeowner Landscape

- * See ARB

Homeowner Exterior Paint

- * See ARB

Homeowner Roof Replacement

- * See ARB

ARB

Garbage / Yard Waste Pickup Days

- * Thursdays
- * On holidays, pickup on Fridays
- * Remove trash cans and receptacles after evening
- * All trash cans and receptacles must be in garage or screen out of sight

Garage Doors

- * Keep doors closed
- * (Others do not want to see that your garage is cleaner than theirs.)

Parking Garage Pads

Curb Parking

Board of Directors Meetings

Annual Homeowner Association

Website

- * All homeowners need to be listed on the association owners info: (px; email, etc.)
- * Contact Cornerstone Management website to sign in and password

Sale for home

- * First, tell your fellow homeowners before your listing; most of us know people would like to live in Willowcroft
- * Second, if you do list your home, please give copies all the covenants and by-laws to the selling and buyer.
- * Third, please let the management now who the listing/buyer are.