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**CERTIFICATE OF AMENDMENTS TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR WILLOWCROFT**


WILLOWCROFT OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Corporation"), organized pursuant to Chapter 720, Florida Statutes, and Chapter 617, Florida Statutes, for the purpose of managing and operating Willowcroft according to the Declaration of Covenants, Conditions and Restrictions for Willowcroft dated August 19, 1999, and recorded in Official Records Book 2249 at Page 2180 of the Public Records of Alachua County, and amended pursuant to that Amendment of Declaration of Covenants, Conditions and Restrictions for Willowcroft dated July 25, 2002, and recorded in Official Records Book 2489, Page 796 of the Public Records of Alachua County, Florida (the "Declaration"), hereby certifies that on the 25th day of February, 2019, and on the 7th day of January, 2020, at duly and properly noticed and called meetings of the Members of the Corporation at which a quorum was present, the Members of Willowcroft Owners Association, Inc., approved and adopted those certain Amendments to the Declaration, Articles of Incorporation and By-Laws as set forth on Exhibit "A" attached hereto.

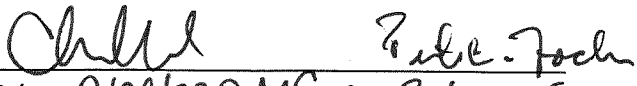
IN WITNESS WHEREOF, the undersigned has hereto affixed his signature on this 13th day of May, 2020.


Signed, sealed and delivered

WILLOWCROFT OWNERS
ASSOCIATION, INC., a Florida
Not-for-profit corporation


Witness (As to Both)
Print: Chelsea M. Gie Peter C. Focks

By: 
Print: Eric Beshore
Title: President

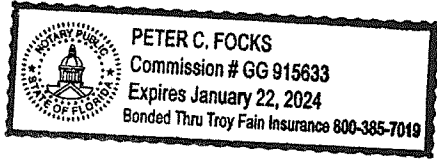

Print: Chelsea M. Gie Peter C. Focks

By: 
Print: Richard Hord
Title: Secretary

STATE OF FLORIDA)
)SS:
COUNTY OF ALACHUA)

The foregoing instrument was acknowledged before me by means of physical presence this 13th day of May, 2020, by Eric Beshore, as President, and Richard Hord, as Secretary, of WILLOWCROFT OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who are personally known to me or who produced FL DL as identification, and have acknowledged before me that they executed the foregoing Certificate of Amendments on behalf of the Corporation freely and voluntarily for the purpose therein expressed, and were authorized to do so.

WITNESS my hand and official seal at said County and State, this 13th day of May, 2020.



NOTARY SEAL

Peter C. Focks
Notary Public – State of Florida

EXHIBIT "A"

AMENDMENTS

(New language is underlined, and deleted language has been ~~stricken~~)

1. Article I, Paragraph e of the Declaration is deleted as follows:

~~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.~~

2. Article II, Sections 1, 2, 3, and 4 of the Declaration is 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~~
- 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.~~

3. Article II, Section 5 of the Declaration is 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.

4. Article III, Sections 1, 2, 3, 4, and 5 of the Declaration is 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 as provided for in Fla.

Stat. §720.305(4), as the same may be amended or renumbered from time to time.

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 this Declaration.~~

h. 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.

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.

5. Article IV of the Declaration is 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.

6. Article V, Sections 8 of the Declaration are 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 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 by Fla. Stat. §720.3085, as the same may be amended from time to time.~~

7. Article VI, Sections 3, 5 and 6 of the Declaration are 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 or as otherwise provided under the Homeowners Association Act, Chapter 720, Fla. Stat., et. seq. as the same may be amended or renumbered from time to time.

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.

8. Article VIII, Section 12 of the Declaration is 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.

9. Article VIII, Section 16 of the Declaration is 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.

10. Article VIII, Section 18 of the Declaration is 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.

11. Article VIII, Section 19 of the Declaration is deleted 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.~~

12. Article IX, Section 2 of the Declaration is 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.

9. Article X of the Declaration is deleted as follows:

**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.~~

10. Article XI of the Declaration is 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.

11. Article XII of the Declaration is 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.

12. Article XIII of the Declaration is 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.

13. Article XIV, Section 1 of the Declaration is 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.

14. Article XIV, Section 3 of the Declaration is 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.

15. Article XVI, Section 3 of the Declaration is 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.

16. Article III, Paragraph e of the Articles of Incorporation is deleted in its entirety as follows:

~~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 right pass by operation of law.~~

17. Article VII of the Articles of Incorporation is 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.~~

18. Article VIII, Paragraphs 8.1 and 8.2 of the Articles of Incorporation are amended as follows:

~~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, 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.~~

19. Article IX of the Articles of Incorporation is hereby amended to read 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)~~ 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 off the Association. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors pursuant to these Articles are:~~

<u>Name</u>	<u>Address</u>
Thomas C. Spain	2321 N.W. 41 st Street, A 2
	Gainesville, Florida 32606

Susan C. Spain _____ 2321 N.W. 41st Street, A-2
 _____ Gainesville, Florida 32606

J. Alvin Huggins _____ 2321 N.W. 41st Street, A-2
 _____ Gainesville, Florida 32606

~~Once 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.~~

20. Article XIII, Paragraph 14.7 of the Articles of Incorporation is 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;~~
- e. ~~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 assessments 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.~~

21. Paragraph 3.1 of the Bylaws is 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".

22. Paragraph 3.2 of the Bylaws is 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.

23. Paragraph 3.4 of the Bylaws is amended as follows:

3.4 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.~~

24. Paragraph 4.2 of the Bylaws is amended as follows:

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.

25. Paragraph 4.4 of the Bylaws is amended as follows:

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.

26. Paragraph 5.3 of the Bylaws is amended as follows:

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.~~

27. Paragraph 4.5 of the By-Laws is hereby amended to read as follows:

4.5 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 authorized 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 give, 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.

28. Paragraph 5.3 of the By-Laws is hereby amended to read as follows:

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.~~

29. Paragraph 5.5 of the Bylaws is amended as follows:

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.

30. Paragraph 5.8 of the By-Laws is hereby amended to read 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 5.9 and for the mailing of such ballots to Members.~~

31. Paragraph 5.9 of the By-Laws is hereby deleted as follows:

~~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.~~

32. Paragraph 5.10 of the By-Laws is hereby amended to read as follows:

5.10 Number of Ballots. 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 contained only one ballot, and the Members shall be advised that, because of the verifications 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.~~

33. Paragraph 6.1 of the By-Laws is hereby amended to read 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.

34. Paragraph 6.2 of the By-Laws is hereby amended to read as follows:

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.

35. Paragraph 6.10 of the Bylaws is deleted as follows:

~~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.~~

36. Paragraph 10.3 of the By-Laws is hereby amended to read as follows:

10.3 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 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.

37. Paragraph 13.3 of the Bylaws is amended as follows:

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.~~

38. Paragraph 13.5 of the Bylaws is amended as follows:

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.