

Prepared by and return to:
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CERTIFICATE OF AMENDMENT

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
WILLOWBEND SUBDIVISION**

**BYLAWS
WILLOWBEND COMMUNITY ASSOCIATION, INC.**

We hereby certify that the attached amendments to the Declaration of Protective Covenants, Conditions and Restrictions for Willowbend Subdivision (which Declaration is originally recorded at Official Records Instrument Number 2002100544 of the Public Records of Sarasota County, Florida), attached amendments to the Bylaws (which Bylaws are recorded as an Exhibit to the originally recorded Declaration of Protective Covenants) of WILLOWBEND COMMUNITY ASSOCIATION, INC. (herein, the "Association") were duly adopted at the Annual Membership Meeting of the Association held on March 19, 2009 and reconvened on April 16, 2009, upon proposal by the Association Board of Directors, and approved by the affirmative vote of two-thirds (2/3rds) of the total votes of the Association's membership as to the amendments to the Declaration of Protective Covenants and by the affirmative vote of an absolute majority of the Association's total voting interests as to the amendments to the Bylaws, which is sufficient for adoption under Article 5.04 of the Declaration and Article 10.02 of the Bylaws. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

DATED the 5th day of May, 2009.

Signed, sealed and
delivered in the presence of:

Sign: Hope Korte

Print: Hope Korte

Sign: Lisa Martin

Print: Lisa Martin

Sign: Hope Korte

Print: Hope Korte

Sign: Lisa Martin

Print: Lisa Martin

WILLOWBEND COMMUNITY
ASSOCIATION, INC.

By: George N. Dellors
GEORGE N. DELLOS, President

ATTEST:

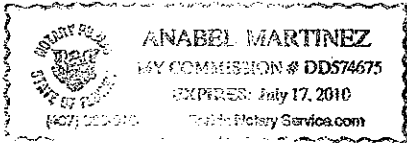
By: Ken Lindberg
Ken Lindberg, Secretary

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 8th day of May, 2009, by Georg W. Pella as President of Willowbend Community Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

My Commission expires:



NOTARY PUBLIC

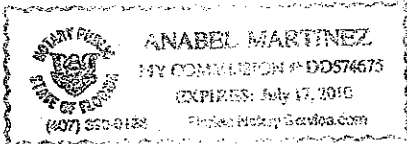
Sign: Anabel Martinez

Print: Anabel Martinez
State of Florida at Large (Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 8th day of May, 2009, by Ken Lindberg as Secretary of Willowbend Community Association, Inc., a Florida corporation not for profit, on behalf of the corporation. She/He is personally known to me or has produced _____ as identification.

My Commission expires:



NOTARY PUBLIC

Sign: Anabel Martinez

Print: Anabel Martinez
State of Florida at Large (Seal)

AMENDMENT (JANUARY 2009)

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
WILLOWBEND COMMUNITY ASSOCIATION, INC.

(Additions are indicated by underline; deletions by strike through)

2.04 Administration and Operation. The Association, through its Board, shall maintain, repair, and replace as part of the common expenses:

(a) *(no change)* the Community Common Areas and any improvements thereon, including recreational facilities, buildings, personal property, structures, all electrical, mechanical, plumbing, irrigation and other equipment serving the common areas, and all sod, shrubs, and other landscaping located within Community Common Areas,

(b) ~~all landscaping sod located within the Lots, including all sod, shrubs, trees, ground cover, and other landscaping, and the irrigation systems servicing the Lots, including well, pumps, pipes, valves, sprinkler heads, and other components of the irrigation system. Notwithstanding anything else contained herein, the Association shall maintain but not replace shrubs, plants, trees, or groundcover located within the Lots. Replacement of shrubs, plants, trees, and groundcover shall be the sole responsibility and performed at the expense of the Lot owner except as otherwise provided in 3.04.~~

(c) *(No change)*

(No change to sections 2.05 – 3.03)

3.04 Maintenance Provisions. Except as otherwise provided in Article 2.04(b), each Lot owner shall maintain, repair, and replace all improvements located upon the owner's Lot. In case of damage or death of shrubs, plants, trees, or groundcover, each Lot owner shall replace his/her Lot's shrubs, plants, trees, and groundcover unless the damage or death is caused by the Association or its agents, in which case, the damaged or dead shrubs, plants, trees, and groundcover will be replaced by the Association, excluding Lot's landscaping and yard irrigation system. ~~It is the intent hereunder that the Association shall maintain only landscaping of Lots and irrigation systems and that~~ The Lot owner shall be responsible for all other maintenance and repair, including exterior painting and roof pressure cleaning. The Association Board may from time to time establish reasonable maintenance and replacement standards concerning dwelling-owner maintenance, and repair, and replacement responsibilities for dwellings and ~~to be constructed upon~~ Lots in the subdivision. In the event a Lot owner fails to fulfill the maintenance, repair or replacement obligations as set forth in this Declaration above, the Association, at the discretion of the Board, may undertake such maintenance, repair, and replacement and ~~make such repairs~~ as the Board may deem necessary, and the cost thereof shall be assessed against such defaulting Lot owner as a special assessment and shall be payable within 30 days after delivery of written notice of the assessment.

(No change to Sections 3.05 – 4.03)

4.04 Expenses. The following expenses are declared to be "common expenses" of the Association:

(No change to Sections 4.04a – 4.04c)

(d) **Lot Landscape and Irrigation Maintenance.** The cost and expense of maintaining the landscaping of the common areas and of the Lots as provided in Articles 2.04(b) and 3.04 and irrigation system of the Lots, including but not limited to the costs of mowing, trimming, weeding, chemical treatments, and irrigation systems repair and maintenance.

AMENDMENTS

BYLAWS

WILLOWBEND COMMUNITY ASSOCIATION, INC.

[Additions are indicated by underline; deletions by ~~strike-through~~]

ARTICLE 6.

POWERS AND DUTIES OF THE BOARD

The Board shall have all powers, authority, discretion and duties necessary or appropriate for the administration of the Association and operation of the Subdivision, except as may be reserved or granted to the Owners, ~~Declarant~~ or a specific committee or committees by applicable law, the Declaration, Articles or these Bylaws. The powers of the Board shall include, but shall not necessarily be limited to, the following.

6.01 (no change)

6.02. Enforcement and Fines. The Board shall enforce by legal means provisions of the Declaration, the Articles, these Bylaws and rules and regulations promulgated pursuant thereto. If the Board determines that any Member, or the tenant, guest or invitee of a Member (a "Respondent") is in violation of any of the provisions thereof, the Board, or an agent designated for that purpose, shall notify the Respondent of the nature of the violation. If said violation is not corrected within the time specified therein, which time shall not be less than five (5) days, the Association may thereafter levy a fine for each offense against the Respondent in accordance with this Section. The Association may also suspend, for a reasonable amount of time, the rights of a Member or a Member's tenants, guests, or invitees, or both, to use common areas and facilities. However, suspension of common area use rights shall not impair the right of a Member or tenant to have vehicular and pedestrian ingress to and egress from the Member's Lot including but not limited to the right to park, ~~provided, however, that no fine may be levied in any event against the Declarant.~~

6.02.01. Amount of Fine The Association may levy reasonable fines, not to exceed \$100 per violation, as prescribed by Section 720.305(2), Florida Statutes, against any member or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no fine shall exceed \$5,000 in the aggregate. ~~The amount of such fine shall be in such reasonable amount as may be established from time to time by the Board as an amount deemed adequate to encourage observance of applicable provisions of the Declaration, Articles, Bylaws and rules and regulations, but however, in any event, not to exceed any then applicable Florida Statute (The maximum fine per violation as of the date of adoption these Bylaws is \$100, as prescribed by Section 720.305(2), Florida Statutes) each day during which the violation continues shall be deemed a separate offense.~~

6.0202. Notice and Hearing No fine or suspension shall be imposed upon a Respondent without first giving such Respondent at least fourteen (14) days notice and an opportunity for a hearing before a committee (the "Compliance Committee") consisting of at

least three (3) Members appointed by the Board. Members of the Compliance Committee may not be officers, directors or employees of the Association, nor the spouse, parent, child, brother, or sister of an officer, director or employee of the Association.

6.02.03. Procedure. The notice required by Section 6.02.02 may be combined with the notice given by or under the authority of the Board to notify the Respondent of the nature of the violation. The notice required by Section 6.02.02 shall set out the right of the Respondent to a hearing before the Compliance Committee, the procedure and time limit for the Respondent to request a hearing, and either the date, time and place of such hearing or that if the Respondent requests a hearing, the Respondent shall be given further notice of the date, time, and place of the hearing. If the Respondent does not request a hearing within the fourteen (14) days following notice, then the Compliance Committee may meet at any time thereafter without further notice to the Respondent, but shall comply with the notice provisions of Section 5.19 of these Bylaws.

6.0204. Committee Decision. The Compliance Committee shall meet and hold a hearing if one has been timely requested by the Respondent. The Compliance Committee shall consider all evidence and testimony presented at the hearing. In the event a violation is proven to the satisfaction of the Compliance Committee, the Committee shall determine the amount of the fine and/or the length of the suspension which shall be imposed. At the conclusion of the hearing, if one has been requested, or during the meeting if not hearing is held, the Compliance Committee shall either approve or disapprove of the proposed fine. The Compliance Committee's determination shall be transmitted to the Board. No fine or suspension may be imposed unless the Compliance Committee so determines. If the Compliance Committee, by a majority vote, has determined that a fine and/or suspension should be imposed, the Board may approve or reject the determination of the Compliance Committee which may approve and levy the fine provided by that determination. The Board may also reject the determination of the Compliance Committee, in which event no fine or suspension shall be imposed by the Association. If the Board votes to levy a fine or suspension, the Association shall provide a notice of suspension and/or a written demand for payment of fine to the Respondent. Fines shall be payable within thirty (30) days. No fine may be imposed unless the Compliance Committee has approved of it.

6.0205. Fine. In the event a person refuses or otherwise fails to pay a fine, the Association may mediate if and as required by law and proceed with legal action in a court of competent jurisdiction to collect the sum. The prevailing party in such litigation shall be awarded its reasonable costs and reasonable attorneys' fee incurred incident to such collection action. Fines not paid within thirty (30) days shall accrue interest at the highest rate allowed by law (currently as of January 1, 2009 eighteen (18%) per annum) and incur a late fee of five percent (5%) of the fine or twenty-five dollars (\$25), whichever is greater. Any judgment obtained by the Association shall be recorded in the public records and filed with the Florida Secretary of State. Unless otherwise provided by law, any fine against a Member approved by the Compliance Committee shall be assessed by the Board as a special assessment against the Member and shall constitute a lien upon the Lot of such Member and may be foreclosed by the Association in the same manner as any other lien in accordance with Paragraph 10 of the Declaration.