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

THIS DECLARATION is made and executed this 10th day of June, 2002, by LEE WETHERINGTON DEVELOPMENT, INC, a Florida Corporation, its successors and assigns, hereinafter referred to as the "Declarant"

WITNESSETH:

WHEREAS, Declarant is the owner of that certain property lying and being in the County of Sarasota, State of Florida, as more particularly described on **EXHIBIT "A"** attached hereto and by this reference incorporated herein and hereinafter referred to as the "Total Property", upon which Declarant intends to develop, in phases, a planned residential community named WILLOWBEND, and

WHEREAS, Declarant presently intends to subject only that portion of the Total Property which is legally described on **EXHIBIT "B"** attached hereto and by this reference incorporated herein and hereinafter referred to as the "Platted Property", to those covenants, conditions, provisions and restrictions of this Community Declaration, and

WHEREAS, all portions of the Total Property which are not Platted Property (the "Unplatted Property") may be used in any manner consistent with applicable law as Declarant, in its sole discretion, deems appropriate, and

WHEREAS, Declarant may in the future elect to add or not to add additional portions of the Unplatted Property to the Platted Property by recording in the Public Records of Sarasota County, Florida, a plat delineating a certain number of single family lots as "Lots" and certain areas as "Community Common Areas", and

WHEREAS, Declarant desires to provide for the shared maintenance of the Lots and Community Common Areas within the Platted Property through an association of lot owners, and

WHEREAS, Declarant desires to establish protective covenants covering the usage of the Platted Property for the benefit and protection of all owners thereof,

NOW, THEREFORE, Declarant does hereby declare that the Platted Property, together with such additional portions of the Total Property, if any, which are subsequently added to the Platted Property in accordance with this Declaration, are and shall hereafter be owned, used, sold, conveyed, encumbered, demised and occupied subject to the provisions of this Declaration, which shall run with the Platted Property and be binding on all parties having any right, title or interest in the Platted Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof

Section I
GENERAL PLAN FOR WILLOWBEND

1 01 The Total Property Declarant is the owner of the Total Property comprising Willowbend and presently plans to develop all or a portion of Willowbend as a multi-phased, residential subdivision. The Total Property is bounded on the west by a planned 20-acre commercial shopping center, a planned 10-acre office park, and U S Highway 41, on the north and northeast by the Rivendell subdivision, and on the east and south by Oscar Scherer State Recreation Area. Declarant plans to develop the Total Property as a single family subdivision containing approximately 280 residential Lots. The subdivision is planned to consist of the following three (3) housing types: Villa Homes, on Lots approximately fifty-five feet in width, Club Homes, on Lots approximately sixty-five feet in width, and Executive Homes, on Lots approximately seventy-two feet in width. Declarant plans to develop the Total Property generally in four (4) phases, from north to south. Roadways constructed within the subdivision are intended for public dedication, and therefore gates, guardhouses and other means of restricting access and traffic will not be permitted. The Total Property is comprised of Platted Property and Unplatted Property.

1 02 The Platted Property Presently, the Platted Property consists of seventy-four (74) Lots, including fifty-five (55) Villa Home Lots and nineteen (19) Club Home Lots, all as depicted in the Willowbend, Phase 1 subdivision plat (the "Phase 1 Plat"). The Phase 1 Plat sets apart for public dedication to the County of Sarasota all road rights of way (Tract 200), public drainage easements (Tracts 504 and 505), public flowage easements (to be maintained by the Association) and other public drainage and utility easements as such are shown on the Phase 1 Plat. The private drainage areas (Tracts 501, 502 and 503), the private common area (Tract 600), the private recreation area (Tract 601) and the preservation area (Tract 700) are set apart by Declarant as Community Common Areas. The conservation area (Tract 800) is set apart for possible future dedication to Oscar Scherer State Recreation Area. Parcels "A" and "B" described in the Phase 1 Plat are reserved for future residential development and Declarant reserves the right to file a replat(s) dividing Parcels "A" and "B" into residential lots. A swimming pool and cabana shall be constructed on the private recreation area Tract 601.

1 03 The Unplatted Property Presently, the Unplatted Property consists of (i) recorded easements as noted on the Phase 1 Plat but not included within the Platted Property, including the Lift Station Easement, and (ii) that portion of the Total Property which is not otherwise included in the Phase 1 Plat. Declarant shall have the right and the power, but neither the duty nor the obligation, in its sole discretion and by its sole act, to add all or a portion of the Unplatted Property to the Platted Property by subsequently recording a Plat or Plats in the Public Records of Sarasota County.

Section II
THE COMMUNITY ASSOCIATION

Except as may be otherwise provided by the terms hereof, responsibility for the operation, management, and maintenance of the subdivision shall be vested in an incorporated association known as WILLOWBEND COMMUNITY ASSOCIATION, INC, a Florida corporation not for profit, hereinafter called the "Association". The primary purpose of the Association shall be to maintain the Community Common Areas (as more particularly discussed in Paragraph 3) and landscaping of the Lots within the subdivision as hereinafter discussed, enforce the provisions of this Declaration wherever applicable and

appropriate, and perform such other duties as may be assigned to it under the terms hereof or under its Articles of Incorporation and Bylaws. All of the affairs and property of the Association shall be administered by the officers and the Board of Directors (the "Board") of the Association. A copy of the Articles of Incorporation of the Association, which have been filed with the Secretary of the State of Florida, is attached hereto as **EXHIBIT "C"**. A copy of the bylaws governing the operation of the Association is attached hereto as **EXHIBIT "D"**. The Association shall have all of the rights and powers provided by the Florida corporation statutes, the Articles of Incorporation, the Bylaws, and this Declaration.

2.01 Membership and Voting Rights Membership of the Association shall be comprised of Regular Membership and Declarant Membership. All persons owning a vested present interest in the fee title to any of the Lots, which interest is evidenced by a proper instrument duly recorded in the Public Records of Sarasota County, shall automatically be members of the Association (the "Regular Membership") and be deemed to have accepted all rights, privileges and obligations of membership, and their respective memberships shall terminate as their vested interest in the fee title terminates. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Members' rights, powers, duties and privileges shall be as set forth in the Articles and Bylaws. Members' voting rights shall be as set forth in the Bylaws.

2.02 Community Common Areas Community Common Areas shall be identified by designation as such on a Plat or otherwise by Declarant. Community Common Areas may include, but not be limited to, entranceways, roadways, including all traffic control devices, lakes and drainage areas, preservation areas, conservation areas, recreation areas, personal property and improvements thereon or appurtenant thereto, open space and buffers, and all easements conveyed or dedicated to the Association. The administration, operation and maintenance of the Community Common Areas shall be the responsibility of the Association. The Community Common Areas shall be for the sole and exclusive use of Declarant, the Association, the Lot owners, and their family members, guests, licensees, invitees and lessees, as specifically provided in this Declaration and subject to any rules promulgated in this regard. Declarant shall convey the Community Common Areas to the Association in an "as is" condition at such time as deemed appropriate by Declarant. The Association agrees to accept "as is" the conveyance of the Community Common Areas and the personal property and improvements thereon or appurtenant thereto, without any representation or warranty, express or implied, in fact or by law, as to the condition or fitness thereof.

2.03 Easements The respective rights and obligations of the Lot owners, the Association, Declarant, and others concerning easements affecting the Platted Property shall include the following:

(a) Reserved by Declarant Declarant hereby reserves for the benefit of itself, its successors and assigns, perpetual easements for (1) the installation, construction, repair, maintenance, and replacement of lines, pipes, wells, drains, cables, equipment, apparatus, structures, roads, driveways, and other improvements for private or public utility services of all kinds, including without limitation, water, sewer, drainage, irrigation, fire protection, electricity, telephone, cable television, and trash disposal, over, under, through, and across the Platted Property, and (2) ingress and egress by pedestrians, runners, bicycles, automobiles, and other vehicles over, under, through, and across the subdivision streets for the purpose of obtaining access to the Platted Property and properties adjacent thereto, together with the right to construct, maintain, and replace such roads, walkways, bike paths, and other improvements as may be reasonably appropriate for the use and enjoyment of such easement. Declarant may assign and

convey any of the foregoing easements to such persons or entities as Declarant may deem appropriate for the use of such persons or groups of persons as may be designated and upon such terms as may be established by Declarant

(b) **Granted to Lot Owners** Each Lot owner is hereby granted a non-exclusive perpetual easement over and across the streets within the Platted Property for ingress and egress to and from the owner's Lot

(c) **Granted to and by the Association** There is hereby granted to the Association a perpetual non-exclusive easement across each Lot for the purposes of maintaining and replacing all landscaping and irrigation systems, and for maintaining the stormwater drainage system within the Platted Property

The use of any easement granted under the provisions of this paragraph shall not include the right to disturb any building or structure on the Platted Property, and any damage caused to same shall be repaired at the expense of the party causing such damage. In the event a party's use of an easement granted pursuant to the terms hereof causes a disturbance of the surface of the land, then the roadways, grass, landscaping, and other improvements which are disturbed shall be restored promptly by such party as nearly as possible to their prior condition

2 04 Administration and Operation The Association, through its Board, shall maintain, repair, and replace as part of the common expenses

(a) 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 located within the Lots, including all sod, shrubs, trees, ground cover, and other landscaping, and the irrigation system servicing the Lots, including wells, pumps, pipes, valves, sprinkler heads and other components of the irrigation system,

(c) all portions of the Stormwater Management System which include all drainage areas, drainage structures, swales across Lots and drainage devices that are part of the system approved by Sarasota County, provided, however, no portion of the Stormwater Management System shall be altered without the prior written approval of the Sarasota County Engineer or his authorized designee. In the event the Association, or any successor organization, shall fail to adequately maintain the Stormwater Management System in accordance with Sarasota County standards, Sarasota County shall have the right, but not the obligation, to enter the subdivision for the purpose of maintaining the Stormwater Management System. All expenses incurred by Sarasota County in maintaining the Stormwater Management System shall be assessed prorata against the Lots and shall be payable by the Owners of the Lots within sixty (60) days after receipt of a statement therefor. If any Owner fails to pay such assessment within said sixty (60) day period, the assessment shall become a lien on such Owner's Lot which may be foreclosed by Sarasota County. The rights of Sarasota County contained in this restriction shall be in addition to any other rights Sarasota County may have regulating the operation and development of the subdivision

2 05 Right of Access The Association shall have the irrevocable right to have access to each Lot from time to time during reasonable hours as may be necessary for the maintenance and upkeep of subdivision landscaping, the Stormwater Management System and the Community Common Areas, and during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage to any dwelling or Lot arising from an emergency condition thereon or on adjacent property. If the Board determines that any maintenance, repair, or replacement required to be made by the Association was necessitated by the carelessness, negligence, or intentional act of a Lot owner, his or her lessees, invitees, or guests, the cost of such maintenance, repair, or replacement shall be assessed against the Lot owner and shall be payable by such Lot owner within 30 days after delivery of written notice of the assessment.

2 06 Management Agreement The Association, acting through its Board, is authorized to enter into an agreement with any person or legal entity, including Declarant or an affiliated company of Declarant, to act as managing agent to handle the administrative affairs and maintenance obligations of the Association upon such terms and conditions as the Board may deem to be in the best interests of the subdivision and the Lot owners. The Board shall, however, retain at all times the power to adopt budgets, levy assessments, promulgate rules, and otherwise determine matters of a non-ministerial character.

2 07 Insurance, Destruction and Reconstruction The Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company for all of the insurable improvements (if any) included within the Community Common Areas, for the full replacement value thereof, unless this obligation is waived by affirmative vote of Lot owners holding a majority of the Voting Interests. The Association shall also obtain and maintain public liability insurance covering the Community Common Areas. The premiums for such insurance coverage shall be a part of the common expenses. The Association shall have the authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. Each Lot owner will be responsible for obtaining such insurance coverage as the Lot owner determines to be appropriate for any improvements located upon that owner's Lot. Each Lot owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur on and about that owner's Lot.

2 08 Disputes as to Use In the event there is any dispute as to whether the use of the Platted Property or any portion thereof complies with the Declaration, such dispute shall be referred to Declarant until the Turnover Date and thereafter to the Association.

2 09 Rights Reserved for Declarant Declarant shall have the right to make such uses of the Platted Property as Declarant shall, from time to time, determine. Notwithstanding anything to the contrary contained in this Declaration and in recognition of the fact that Declarant has a continuing and substantial interest in the development and administration of the Total Property, Declarant, for so long as Declarant shall own any portion of the Platted Property, and to the extent permitted by applicable Florida Statutes, hereby reserves for itself and its successors, designees and assigns, the following rights:

(a) the right to designate and approve builders to construct dwelling units within the Platted Property,

(b) the right to use all Community Common Areas and all other portions of the Platted Property in conjunction with, and as part of its program of sale, constructing, marketing and developing,

including but not limited to the right to carry on construction and to enter and transact business, maintain models and sales offices, place signs, hold or sponsor promotional activities and store materials,

(c) the right, in its sole discretion, to alter, construct, develop, or modify the Community Common Areas and any improvements, easements and use rights thereon in a manner deemed appropriate by Declarant for the best interest of the Total Property without joinder or consent from any person, Lot owner or the Association

(d) the right, until the Turnover Date, to approve any and all actions of the Association in its sole and absolute discretion, including but not limited to (1) the right to appoint, remove, and replace from time to time the directors of the Association in accordance with the provisions of the Association's Articles of Incorporation and Bylaws, (2) adopt the Association budget and determine assessments and special assessments, (3) adopt rules and regulations regarding the use of the Community Common area, (4) enforcement or nonenforcement of any of the remedies hereunder, and (5) determine reasonableness and suitability of maintenance and levels of service, and changes or modifications to services being furnished to Lot owners,

The rights and privileges of Declarant as set forth in this Section are in addition to and in no way limit any other rights or privileges of Declarant. The provisions above are like other provisions of this Declaration that grant or reserve rights to and for Declarant and may not be suspended, superceded or modified in any manner unless same is consented to by Declarant. These rights of use and transaction of business as set forth herein, like Declarant's other rights herein, may be assigned in writing by Declarant in whole or in part

Section III USE RESTRICTIONS

3 01 Oscar Scherer State Recreation Area Rights and Restrictions on Use A "Notice of Proximity to Oscar Scherer State Recreation Area" has been recorded in the Public Records of Sarasota County, Florida, notifying Lot owners (1) of Oscar Scherer State Recreation Area's (the "OSSRA") right to continue current resource management practices including, but not be limited to, ecological burning, pesticide usage, exotic plant and animal removal, usage of heavy equipment and machinery and other practices as may be deemed necessary for the proper management of the OSSRA, and (2) that Florida Department of Natural Resources regulations and policies substantially restrict mosquito control in the OSSRA

In order to minimize potential impacts to the OSSRA and a disruption of wildlife, additional restrictions regarding structures have been recorded in the Public Records of Sarasota County, Florida, including (1) the placement and screening of air conditioning units, (2) the limitation of exterior colors to earthen tones and the exclusion of bright and obtrusive tones and colors including white (except where used as trim or accent paint), and (3) for those structures immediately adjacent to the OSSRA, fronting main entrances, parking areas, driveways and garages away for the OSSRA

3 02 Other Governmental Restrictions on Use No Lot owner, tenant, or other occupant of a Lot (which, for the purposes of this paragraph, shall include the dwelling constructed thereon) shall

(a) construct or maintain any building, residence, or structure, or undertake or

perform any activity in the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s), preserve area(s) and drainage easement(s) described in all approved permits and Plats, or (11) remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting any Lot or Community Common Areas, without prior written approval of the Association, Sarasota County, and the applicable permitting agencies. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Each Owner at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District ("District"). Lot owners shall address any questions regarding authorized activities within the wet detention ponds to the District, Venice Service Office, Regulation Manager, and

(b) fill, excavate, remove and/or trim vegetation (both trees and understory) or store any materials within preserve areas and/or conservation areas unless written approval is first obtained from Sarasota County Resource Protection Services and the Board, and

(c) engage in any activity involving filling, excavating, removing and/or trimming of vegetation and storing of materials within littoral zone areas, unless written approval is first obtained from Sarasota County Resource Protection Services and the Board, and

(d) perform any excavation activities within the conservation areas designated as Tract 800 on the Phase 1 Plat without the review and approval of the Sarasota County Pollution Control Department

3.03 Community Association Restrictions. No Lot owner, tenant, or other occupant of a Lot (which, for the purposes of this paragraph, shall include the dwelling constructed thereon) shall

(a) use the Lot other than for single family residential purposes, which is herein defined as occupancy of a dwelling for single family residential use which shall be limited to one person, two people no matter how related, or three or more persons all of whom are related to each other by blood, marriage or legal adoption. In no event shall a dwelling be occupied by more than two permanent occupants per bedroom,

(b) do any of the following without the prior written consent of the Board: paint or otherwise change the appearance of any exterior wall, door, patio, terrace, screening, or any exterior surface, place any sun screen, blind, or awning on any balcony or exterior surface or opening, tint, color, or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the Board, erect a solar water-heating system, plant any planting outside of the dwelling interior, erect any exterior lights or signs, place any signs or symbols in windows or on any exterior surface,

(c) construct any improvements upon the Lot, including walls, fences, sheds, recreational equipment or ornamental art apart from the initial dwelling constructed upon the Lot or such reconstruction of the dwelling in the event of casualty destruction, as may be approved by the Association,

(d) cause or permit loud or objectionable noises or obnoxious odors to emanate from the Lot or other property in the subdivision which may cause a nuisance to the occupants of other Lots in

the sole opinion of the Board,

(e) make any use of the Lot or other property in the subdivision which violates any laws, ordinances, or regulations of any governmental body,

(f) fail to conform to and abide by the provisions of this Declaration, the Association's Articles of Incorporation and Bylaws,

(g) divide or subdivide the Lot for purpose of sale or lease,

(h) obstruct the common way of ingress and egress to the other Lots or the Community Common Areas,

(i) hang any laundry, garments, or unsightly objects from any place readily visible from outside the Lot,

(j) allow anything to remain on the Lot which would be unsightly or hazardous,

(k) allow any rubbish, refuse, garbage, or trash to accumulate in places other than the receptacles provided therefor, or fail to keep any improvements on the owner's Lot in a clean and sanitary condition at all times,

(l) allow any fire or health hazard to exist,

(m) lease for a period of less than three (3) months or more than twice in a calendar year,

(n) park any vehicle in any area other than in a driveway, a designated parking area, or in a garage, except during occasional social gatherings,

(o) park overnight any commercial vehicle, trucks with commercial or business signs or lettering affixed or painted thereon, boat, motorcycle, golf cart, camper, motor home, trailer, mobile home, or similar vehicle, or any vehicle of unsightly appearance or in a state of disrepair, in any driveway or other parking area (other than in an enclosed garage), unless permitted in writing by the Board,

(p) allow any animals to be kept on the Lot (other than dogs and cats and other house pets normally kept inside of a residence) in conformity with rules and regulations promulgated from time to time by the Board,

(q) discharge saline or other regenerating solution from water softening equipment or any other chemicals into any street, easement, surface water drain, or portion of the Property so as to harmfully affect any landscaping or plants or pollute the Stormwater Management System, and

(r) erect any type of antenna, except small satellite dishes not exceeding eighteen inches in diameter in an unobtrusive location not visible from the front of the dwelling,

(s) conduct a sale of personal property of any nature, whether advertised or unadvertised, commonly referred to as garage sales, yard sales, estate sales or charity sales, that draw members of the public to the Subdivision

3 04 Maintenance Provisions Each Lot owner shall maintain, repair, and replace all improvements located upon the owner's Lot, excluding 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 standards concerning dwelling-owner maintenance and repair responsibilities for dwellings to be constructed upon Lots in the subdivision. In the event a Lot owner fails to fulfill the maintenance obligations as set forth above, the Association, at the discretion of the Board, may undertake such maintenance and make such repairs as the Board may deem necessary, and the cost thereof shall be assessed against such defaulting Lot owner and shall be payable within 30 days after delivery of written notice of the assessment.

3 05 Changes and Modifications to Existing Structures No structure, landscaping or irrigation system component located on a Lot shall be altered, nor shall any change of exterior color or other work be commenced which in any way materially alters the exterior appearance without the prior written approval of the Association acting through its Board. The Board may establish an Architectural Review Committee (the "ARC") for the control of all such modifications or changes. The Board shall establish and may from time to time modify, standards and criteria to be applied to all modifications and changes to structures and landscaping on the Lots.

3 06 Sale, Transfer, Lease or Occupation of a Lot In the event of a sale, lease, transfer or occupation of a dwelling (except by Declarant), the Owner shall notify the Board with the name of the new owner or tenant, along with the closing date of sale or term of lease. A dwelling shall not be leased for less than a three (3) month term, or more often than twice per year, and must be leased in its entirety. All transferees, lessees and occupants of a Lot shall be subject to all use restrictions as herein set forth.

Section IV ASSESSMENTS

4 01 Affirmative Covenant to Pay Assessments Each Lot owner, by acceptance of a deed or other instrument of conveyance to a Lot, shall be obligated and agrees to pay all assessments in accordance with the provisions of this Declaration and consents and agrees to the lien rights hereunder against such Lot. The liability for assessments is personal to the Lot owner and the owner's grantees and may not be avoided by waiver of the use or enjoyment of the Community Common Areas or by abandonment of the Lot for which the assessments are made. Neither liability for assessments nor the amount of assessments shall be reduced or avoided due to the fact that all or a portion of the Community Common Areas is not complete.

4 02 Association Lien Rights To provide an additional means to enforce the collection of any assessment, including a special assessment, the Association shall have a lien against each Lot and all improvements thereon. The lien of every such assessment, together with interest and late charges thereon and cost of collection thereof as herein provided, shall attach and become a charge on each Lot.

and all improvements thereon upon the recording of this Declaration. In the event any assessment is not paid within thirty (30) days after the same is due, the Association shall have the right to file a claim of lien in the Public Records of Sarasota County. The lien may be enforced by the Association by foreclosure suit in the same manner as a mortgage foreclosure or in such other manner as may be permitted by law. In the event the Association files a claim of lien against any Lot, the Association shall be entitled to recover from the owner of such Lot the late charge and interest described in Paragraph 4.07 and all costs and reasonable attorneys' fees incurred by the Association in preparing, filing, and foreclosing the claim of lien, including reasonable attorneys' fees for appellate proceedings. All such late charges, interest, costs, and attorneys' fees shall be secured by the lien of the assessment. Upon full payment of all sums secured by said lien, the party making the payment shall be entitled to a satisfaction of the claim of lien in recordable form.

4.03 Budget The Board shall approve annual budgets of anticipated income and common expenses for each fiscal year, and thereupon shall levy and collect an annual assessment against each Lot, payable either monthly or quarterly, all in the manner provided in the Bylaws. The Board shall have the power to also levy special assessments against the Lots as prescribed in the Bylaws.

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

(a) Administrative Expenses The costs of management and administration of the Association, including but not limited to the costs for management services, secretarial and bookkeeping services, legal and accounting fees and office supplies and expenses,

(b) Insurance The premiums on the policy or policies of insurance which the Association, in its sole discretion, determines to obtain, including but not limited to property insurance, a comprehensive policy of public liability insurance, adequate fidelity coverage, and director and officer liability insurance,

(c) Taxes Any and all taxes and assessments levied or assessed upon the Community Common Areas or any improvements thereon by all taxing authorities or districts, and against all personal property owned by the Association, including any interest, penalties and other charges which may accrue thereon,

(d) Lot Landscape and Irrigation Maintenance The cost and expense of maintaining the landscaping and irrigation systems of the Lots, including but not limited to the costs of mowing, trimming, weeding, chemical treatments, and irrigation system repairs and maintenance,

(e) Common Area Landscape and Irrigation Maintenance The cost and expense of maintaining the improved portions of the Community Common Areas, including but not limited to the costs of mowing, trimming, weeding, chemical treatments, and irrigation system repairs and maintenance,

(f) Lakes and Drainage Maintenance The cost and expense of maintaining the lakes, wet detention areas and drainage system, including but not limited to algae and weed control and the periodic maintenance and cleaning of underdrains, inlets, storm drains and swales, including swales

across Lots,

(g) **Maintenance, Repair and Replacement** Any other expenses necessary to maintain, repair, operate, protect and replace the Community Common Area and improvements thereupon, including but not limited to recreation facilities, buildings and structures, walls and fences, and signage,

(h) **Controlled Access Service** The cost and expense, if any, of operating limited access gates and personnel for the purpose of operating and maintaining gates, surveillance facilities and vehicles used for monitoring and surveillance services,

(i) **Utility Charges** All charges levied by utilities or utility service districts providing services to the Community Common Areas that are not metered separately to the individual Lots,

(j) **Communication Services** The cost and expense, if any, of bulk services for telephone, cable or satellite television, internet services and the like provided to Lots,

(k) **Lighting** The cost of installing, maintaining and operating any street lights now or hereafter located on the Community Common Areas,

(l) **Compliance with Laws** The cost of compliance with all applicable laws, statutes, ordinances, regulations, permits and governmental orders,

(m) **Miscellaneous Expenses** The cost of any item, or costs or expenses pertaining to or for the benefit of the Community Common Areas, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Community Expense by the Board,

(n) **Reserves** The funds necessary to establish a reserve fund (the "Reserves") for depreciation and/or deferred maintenance of the Community Common Areas and the improvements thereupon in the amount determined by the Board to be adequate, shall be a Community Expense. The Reserves shall be deposited in a separate account to provide such funds and reserves. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association and no Owner shall have any interest, claim or right to such Reserves, or any fund composed of same. Declarant shall not be liable to pay Reserves during the period Declarant is funding operating deficits,

(o) **Extraordinary Expenses** Extraordinary expenses, including but not limited to casualty losses not covered in whole or in part by insurance, and funds needed for Community Expenses due to the failure or refusal of Owners to pay assessments, are hereby declared to be Community Expenses, and further, may be the subject of a Special Assessment

4.05 **Determination of Assessment** Each Lot shall be subject to an equal assessment, except that the Lot and irrigation maintenance expenses defined in paragraph 4.04(d) shall be apportioned pursuant to the landscape and irrigation maintenance contractor's bid contained in the annual budget, which shall generally be based upon the Lot type (i.e., "Villa", "Club" or "Executive" Lot). Provided,

however until such time as Sarasota County issues a certificate of occupancy on a given Lot, assessments on that Lot shall be at a reduced rate established by Declarant. All questions regarding the method of determining assessments shall be determined by Declarant until the Turnover Date and thereafter by the Board.

4.06 Commencement of Assessment Each Lot owner shall be liable for payment of the regular or special assessment or installments thereof commencing on the date of conveyance of title to such Lot owner. Declarant shall never be liable for special assessments otherwise due on a Lot or Lots owned by Declarant.

4.07 Collection of Assessments Any assessment, including a special assessment, which is not paid within fifteen (15) days of its due date shall be subject to a late charge of five percent (5%) of the amount of the assessment, or such other late charge as may be established by resolution of the Board, and shall bear interest from the due date until paid at the rate of 18 percent per annum or at such other rate as may be established by resolution of the Board up to the maximum rate allowed by law. If any assessment is payable in installments and a Lot owner defaults in the payment of an installment, the remaining installments of such assessment may be accelerated by the Association to maturity by giving the defaulting Lot owner 10 days notice of intent to accelerate unless all delinquent sums are paid within that time. If any such assessment is not paid within thirty (30) days after the same is due, then the Association may bring suit against the owner on the owner's personal obligation, and there shall be added to the amount of such assessment the aforementioned late charge and interest and all costs and reasonable attorneys' fees incurred by the Association in preparation for and in bringing such action, including reasonable attorneys' fees for appellate proceedings, and/or the Association may pursue the Association lien rights set forth above in this Section IV.

4.08 Rights of Institutional First Mortgagees All savings and loan associations, banks, credit unions, mortgage bankers, private or public mortgage companies, mortgage brokers, insurance companies, pension funds, agencies of any state government, and agencies of the United States Government (including the Veterans Administration, the Federal Housing Administration, the Federal National Mortgage Association, and the Federal Home Loan Mortgage Corporation), and their subsidiaries, affiliates, successors and assigns, holding first mortgages upon any of the Lots are herein referred to as "institutional first mortgagees". Any institutional first mortgagees that acquire title to a Lot through mortgage foreclosure or acceptance of a deed in lieu of foreclosure shall not be liable for any assessments levied against such Lot which became due prior to the acquisition of such title unless a claim of lien for such assessments was recorded prior to the recording of the mortgage or otherwise as provided by law.

Section V GENERAL AND PROCEDURAL PROVISIONS

5.01 Duration The provisions of this Declaration shall run with and bind all of the Property and shall inure to the benefit of and be enforceable by Declarant, the Association, and each Lot owner, and their respective legal representatives, heirs, successors, and assigns, for a term of 99 years from the date this Declaration is recorded, after which time the provisions of this Declaration shall be automatically extended for successive periods of 10 years each, unless prior to the commencement of any such 10 year period (1) Lot owners holding at least two-thirds of the total votes of the association

membership approve the termination of the provisions of this Declaration, and (2) a written instrument certifying that such approval has been obtained is signed by the president and secretary of the Association and recorded in the Public Records of Sarasota County

5 02 Non-Liability of Declarant Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Declarant

5 03 Remedies and Enforcement In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default by the owner, tenant, or occupant of any Lot in complying with the provisions and requirements of this Declaration, the Articles of Incorporation, the Bylaws, and such regulations and rules as may be promulgated by the Association Board shall entitle the Association to injunctive relief or money damages or both. In any such legal or equitable action or proceeding in which the Association is the prevailing party, the Association shall be entitled to recover its costs and reasonable attorneys' fees, including reasonable attorneys' fees for appellate proceedings

5 04 Amendments The provisions of this Declaration may be amended by affirmative vote of Lot owners holding at least two-thirds of the total votes of the Association membership, except that provisions relating to sharing of common expenses, rights of Declarant, rights of institutional first mortgagees, and voting rights of Lot owners may be amended only with the written consent of all persons or entities adversely affected thereby. Amendments to the Association's Articles of Incorporation and Bylaws may be made in the manner provided therein and shall not be subject to the requirements set forth herein for amendments to the provisions of this Declaration. All amendments shall reasonably conform to the general purpose of the covenants and restrictions set forth herein and shall take effect immediately upon recordation in the Public Records of Sarasota County

Except for amendments by Declarant as herein provided, no amendment shall be effective unless it be in writing, executed by the president or vice president and attested by the secretary of the Association with the formalities required by a conveyance of real property in the State of Florida, and recorded in the Public Records of Sarasota County. Any amendment so executed and recorded shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of this Declaration and the Association's Articles of Incorporation and Bylaws. It shall not be necessary for the individual owners of Lots or holders of recorded liens thereon to join in the execution of any amendment, except as specifically provided herein.

To the extent allowable by Florida Statutes, for so long as Declarant holds title to any Lot within the Platted Property, Declarant shall have the right and irrevocable power to amend this Declaration. Any such amendment shall be executed by Declarant, and the joinder or further consent of the Association or individual owners of Lots or holders of recorded liens or other interests therein, including institutional first mortgagees, shall not be required.

No amendment to this Declaration shall impair, restrict or prove detrimental to the rights of Sarasota County as provided within the Declaration, and as subsequently amended. No amendment to Paragraphs 3 01 or 3 02 shall be made without the prior written approval of Sarasota County. Any amendment which would affect the stormwater management system must have the prior written approval of the Sarasota County Engineer or his authorized designee.

5 05 Binding Effect All provisions of this Declaration shall be enforceable as equitable servitudes and shall run with the Property and shall be in full force and effect until a particular provision is duly amended or until this Declaration is duly revoked and terminated Any gender used herein shall include all genders and legal entities, the plural number shall include the singular and the singular shall include the plural

5 06 Severability If any provision of this Declaration, the Association's Articles of Incorporation or Bylaws, or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstance, is held invalid by a court of jurisdiction, the validity of the remainder of such instruments and of the application thereof in other circumstances shall not be affected thereby

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed in its name this 10th day of June, 2002

WITNESSES

William B. Hauser
Print William B. Hauser

Jane White
Print JANE WHITE

LEE WETHERINGTON DEVELOPMENT, INC

By [Signature]
Leland C Wetherington, President

[Corporate Seal]



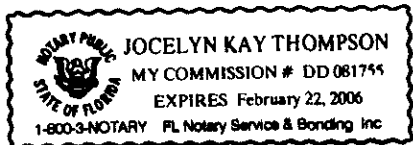
STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by Leland C Wetherington, President of Lee Wetherington Development, Inc , a Florida corporation, who is personally known to me

Witness my hand and official seal in the county and state last aforesaid this 10th day of June, 2002

Joelyn Kay Thompson
Notary Public
Print Name Joelyn Kay Thompson
Commission No _____

MY COMMISSION EXPIRES



JOINDER AND CONSENT

LEE WETHERINGTON HOMES, INC , a Florida corporation, does hereby join and consent to the Declaration of Protective Covenants, Conditions and Restrictions for Willowbend Subdivision this 10th day of June, 2002

WITNESSES

William D. Hays
Print William D. Hays

Jane White
Print JANE WHITE

LEE WETHERINGTON HOMES, INC

By *Leland C. Wetherington*
Leland C. Wetherington, President

[Corporate Seal]



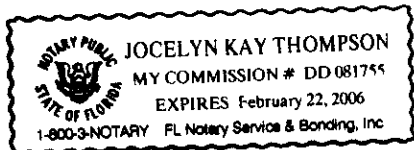
STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by Leland C. Wetherington, President of Lee Wetherington Homes, Inc , a Florida corporation, who is personally known to me

Witness my hand and official seal in the county and state last aforesaid this 10th day of June, 2002

Joelyn Kay Thompson
Notary Public
Print Name Joelyn Kay Thompson
Commission No _____

MY COMMISSION EXPIRES



**CERTIFICATE OF CONSENT OF MORTGAGEE
TO THE DECLARATION OF PROTECTIVE COVENANTS
FOR WILLOWBEND SUBDIVISION**

Republic Bank, a Florida corporation, holder of that certain mortgage dated 3-15-02, 2002, and recorded as Instrument No # 2002045184 in the Public Records of Sarasota County, Florida, does hereby consent to the execution and recording of the Declaration of Protective Covenants, Conditions and Restrictions for Willowbend Subdivision

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed by its undersigned duly authorized officer this 10th day of June, 2002

WITNESSES

Dennise C. Hill
Print Dennise C Hill

Rebecca Robinson
Print Rebecca Robinson

REPUBLIC BANK

By *Charles H. Jackson*
Charles H. Jackson, as Senior Vice President

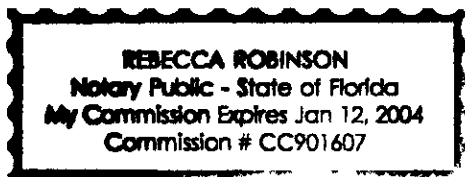
[Corporate Seal]

ATTEST: *Monika A. Lindemann*
Monika A. Lindemann
Senior Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by Charles H. Jackson
Senior Vice President of Republic Bank, a Florida corporation, who is personally known to me

Witness my hand and official seal in the county and state last aforesaid this 10th day of June, 2002



Rebecca Robinson
Notary Public
Print Name Rebecca Robinson
Commission No CC901607

MY COMMISSION EXPIRES 1/12/04

EXHIBIT A
TOTAL PROPERTY
(PAGE 1 OF 2)

WILLOWBEND, PHASE 1
JOB No. 96-06-10S-6
WB1-BDY.DWG
NOV. 29, 2001
REV. -JAN. 17, 2002
REV. JAN. 31, 2002

DESCRIPTION

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE S.00°13'30"W., ALONG THE WESTERLY LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 662.63 FEET TO THE NORTHERLY LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 14; THENCE S.89°44'56"E., ALONG SAID NORTHERLY LINE, A DISTANCE OF 630.79 FEET TO THE CENTERLINE OF A 25 FOOT WIDE LANDSCAPE BUFFER EASEMENT DESCRIBED IN EXHIBIT "C" IN OFFICIAL RECORDS INSTRUMENT No. 2000124906 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE CONTINUE S.89°44'56"E., ALONG SAID NORTHERLY LINE, A DISTANCE OF 2016.68 FEET TO THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 14; THENCE S.00°42'42"W., ALONG SAID EASTERLY LINE, A DISTANCE OF 1325.03 FEET TO THE SOUTHERLY LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 14; THENCE N.89°45'17"W., ALONG SAID SOUTHERLY LINE, A DISTANCE OF 2180.03 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD 45 (U.S. HIGHWAY 41, 184 FEET WIDE); THENCE N.19°53'53"W., ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 209.08 FEET TO A POINT ON CURVE OF WHICH THE RADIUS POINT LIES N.70°06'07"E., A RADIAL DISTANCE OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 89°59'50", A DISTANCE OF 39.27 FEET; THENCE N.70°06'17"E., A DISTANCE OF 83.06 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 239.00 FEET AND A CENTRAL ANGLE OF 42°37'26"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 177.80 FEET TO THE PRC OF A CURVE TO THE LEFT HAVING A RADIUS OF 111.00 FEET AND A CENTRAL ANGLE OF 45°46'31"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 88.68 FEET; THENCE N.66°57'12"E., A DISTANCE OF 86.26 FEET; THENCE S.23°02'48"E., A DISTANCE OF 6.00 FEET; THENCE N.66°57'12"E., A DISTANCE OF 242.00 FEET TO THE AFOREMENTIONED CENTERLINE OF A 25 FOOT WIDE LANDSCAPE BUFFER EASEMENT DESCRIBED IN EXHIBIT "C" IN OFFICIAL RECORDS INSTRUMENT No. 2000124906 OF SAID PUBLIC RECORDS; THENCE N.23°02'48"W., ALONG SAID CENTERLINE, A DISTANCE OF 1082.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 56.511 ACRES, MORE OR LESS,

EXHIBIT "A"

EXHIBIT A
(Page 2 of 2)

PARCEL H RESIDENTIAL SITE

DESCRIPTION

BEGIN AT THE NORTHEAST CORNER OF THE SE 1/4 OF THE NW 1/4 OF SECTION 14, TOWNSHIP 38 SOUTH, RANGE 18 EAST; THENCE SOUTH 0 DEGREES 02'38" WEST, 662.23 FEET FOR A POINT OF BEGINNING; THENCE S 0 DEGREES 02'38" W., A DISTANCE OF 1499.34 FEET, THENCE S. 58 DEGREES 24'53" W., A DISTANCE OF 1670.58 FEET TO THE EASTERLY RIGHT OF WAY OF TAMIAMI TRAIL (66 FEET WIDE); THENCE N. 20 DEGREE 09'40" W., (SRD R/W MAP = N. 20 DEGREES 08'20" W) ALONG SAID EASTERLY RIGHT OF WAY OF TAMIAMI TRAIL A DISTANCE OF 2550.10 FET TO A POINT WHERE THE BOUNDARY OF THE SW 1/4 OF SW 1/4 OF NW 1/4 OF SAID SECTION INTERSECTS THE EASTERLY RIGHT OF WAY OF TAMIAMI TRAIL; THENCE S. 89 DEGREES 30'54" E., A DISTANCE OF 2303.25 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SARASOTA COUNTY, FLORIDA, LESS RIGHT OF WAY GRANTED TO THE STATE OF FLORIDA AS DESCRIBED IN O. R. BOOK 302 PAGE 617, OF THE PUBLIC RECORDS OR SARASOTA COUNTY, FLORIDA.

CONTAINING 81.719 ACRES, MORE OR LESS

LESS COMMERCIAL SITE:

A TRACT OF LAND IN SECTION 14, TOWNSHIP 38 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 14 WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 45 (184 FEET WIDE) PER OFFICIAL RECORDS BOOK 302 AT PAGE 617 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S. 89°45'17" E. ALONG THE NORTHERLY LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14 A DISTANCE OF 729.09 FEET; THENCE S. 05° 04'19"W. A DISTANCE OF 601.16 FEET TO THE POINT OF CURVE (PC) OF A CURVE TO THE LEFT HAVING A RADIUS OF 1650.00 FEET AND A CENTRAL ANGLE OF 07°53'25"; THENCE SOUTHWESTERLY, ALONG THE ARC, A DISTANCE OF 227.22 FEET; THENCE S 70°05'32"W. A DISTANCE OF 384.52 FEET TO THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF STATE ROAD 45; THENCE N.19°53'53"W., ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 914.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.007 ACRES, MORE OR LESS

EXHIBIT "A" (cont'd)

WILLOWBEND, PHASE 1
 JOB No. 96-06-10S-6
 WB1-BDY.DWG
 NOV. 29, 2001
 REV. JAN. 17, 2002
 REV. JAN. 31, 2002
 REV. APR. 23, 2002

DESCRIPTION

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE S.00°13'30"W., ALONG THE WESTERLY LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 662.63 FEET TO THE NORTHERLY LINE OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 14; THENCE S.89°44'56"E., ALONG SAID NORTHERLY LINE, A DISTANCE OF 630.79 FEET TO THE CENTERLINE OF A 25 FOOT WIDE LANDSCAPE BUFFER EASEMENT DESCRIBED IN EXHIBIT "C" IN OFFICIAL RECORDS INSTRUMENT No. 2000124906 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE CONTINUE S.89°44'56"E., ALONG SAID NORTHERLY LINE, A DISTANCE OF 2016.68 FEET TO THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 14; THENCE S.00°42'42"W., ALONG SAID EASTERLY LINE, A DISTANCE OF 1325.03 FEET TO THE SOUTHERLY LINE OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 14; THENCE N.89°45'17"W., ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1713.03 FEET; THENCE N.23°02'48"W., A DISTANCE OF 185.00 FEET; THENCE S.66°57'12"W , A DISTANCE OF 73.26 FEET TO THE POINT OF CURVE (PC) OF A CURVE TO THE RIGHT HAVING A RADIUS OF 183.00 FEET AND A CENTRAL ANGLE OF 45°46'31", THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 146.20 FEET TO THE POINT OF REVERSE CURVE (PRC) OF A CURVE TO THE LEFT HAVING A RADIUS OF 167.00 FEET AND A CENTRAL ANGLE OF 42°37'26"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 124.24 FEET; THENCE S.70°06'17"W., A DISTANCE OF 83.06 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'10"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 39.27 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD 45 (U.S. HIGHWAY 41, 184 FEET WIDE), THENCE N 19°53'53"W., ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 122.00 FEET TO A POINT ON CURVE OF WHICH THE RADIUS POINT LIES N.70°06'07"E., A RADIAL DISTANCE OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 89°59'50", A DISTANCE OF 39 27 FEET, THENCE N.70°06'17"E., A DISTANCE OF 83.06 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 239.00 FEET AND A CENTRAL ANGLE OF 42°37'26"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 177 80 FEET TO THE PRC OF A CURVE TO THE LEFT HAVING A RADIUS OF 111.00 FEET AND A CENTRAL ANGLE OF 45°46'31"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 88.68 FEET; THENCE N 66°57'12"E., A DISTANCE OF 86.26 FEET; THENCE S.23°02'48"E., A DISTANCE OF 6 00 FEET; THENCE N 66°57'12"E., A DISTANCE OF 242.00 FEET TO THE AFOREMENTIONED CENTERLINE OF A 25 FOOT WIDE LANDSCAPE BUFFER EASEMENT DESCRIBED IN EXHIBIT "C" IN OFFICIAL RECORDS INSTRUMENT No. 2000124906 OF SAID PUBLIC RECORDS, THENCE N.23°02'48"W., ALONG SAID CENTERLINE, A DISTANCE OF 1082.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 55.047 ACRES, MORE OR LESS.

EXHIBIT "B"

State of Florida



Department of State

I certify from the records of this office that WILLOWBEND COMMUNITY ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on November 2, 2001.

The document number of this corporation is N01000007827.

I further certify that said corporation has paid all fees due this office through December 31, 2001, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 101A00060003-110201-N01000007827-1/1, noted below.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Second day of November, 2001

Authentication Code: 101A00060003-110201-N01000007827-1/1



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

**ARTICLES OF INCORPORATION
OF
WILLOWBEND COMMUNITY ASSOCIATION, INC.,
A Florida Corporation Not-For-Profit**

The undersigned incorporator, for the purpose of forming a corporation under the Florida Not-for-Profit Corporation Act, hereby adopts the following Articles of Incorporation:

**ARTICLE I
NAME**

The name of the corporation is **WILLOWBEND COMMUNITY ASSOCIATION, INC.**, (the "Association").

**ARTICLE II
PRINCIPAL OFFICE AND MAILING ADDRESS**

The address of the principal office and the mailing address of the corporation is 2033 Main Street, Suite 303, Sarasota, Florida 34237

**ARTICLE III
DURATION**

Corporate existence will commence as soon as these Articles are filed with the Office of the Secretary of State of Florida. The term of existence of the Association is perpetual.

**ARTICLE IV
PURPOSES**

The purpose for which the Association is organized is to provide an entity for the maintenance, management and control of certain property located in Sarasota County, Florida, which property is subject to the Declaration of Covenants and Restrictions for the Willowbend Community

which is to be recorded in the Public Records of Sarasota County, Florida, as same shall from time to time be amended and supplemented (the "Declaration"). For the purposes of these Articles and any Bylaws adopted pursuant hereto, capitalized terms shall have the meanings set forth in the Declaration.

ARTICLE V POWERS

The Association shall have all of the common law and statutory powers of a corporation not-for-profit except as expressly limited or prohibited by these Articles or the Declaration. The powers of the Association shall be subject to and be exercised in accordance with the provisions and the laws of Florida, the Declaration, these Articles and the Bylaws. Without limiting the generality of the foregoing, the Association shall have the specific power to:

- (a) maintain, repair and replace landscaping of Lots and Common Areas as provided in the Declaration;
- (b) levy assessments against Members and enforce said assessments in accordance with the Declaration;
- (c) adopt and amend rules and regulations,
- (d) sue and be sued;
- (e) contract for services to provide for operation of the Association and maintenance of Lots and Common Areas; and
- (f) take any other action necessary for the purposes for which the Association is organized

ARTICLE VI MEMBERS

The Members of the Association are those persons, including the Declarant, owning Lots. The Declaration and the Bylaws of the Association contain provisions relating to the qualifications for membership, classification of membership, if any, termination of membership, voting, and other rights of Members and all other matters pertaining to the Members

**ARTICLE VII
DIRECTORS**

The affairs of the Association shall be managed by a Board of Directors consisting of an odd number of members determined from time to time in accordance with the Bylaws. In no event shall the Board of Directors consist of fewer than three (3) members. The method of election of the Directors of the Association is set forth in the Bylaws.

**ARTICLE VIII
INDEMNIFICATION**

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by, or imposed upon him, in connection with any proceeding or the settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except when the Director or officer is adjudged guilty of willful and wanton misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such Director or officer may be entitled

**ARTICLE IX
INITIAL REGISTERED AGENT AND OFFICE**

The initial registered office of the Association shall be located at 2033 Main Street, Suite 303, Sarasota, Florida 34237. The initial Registered Agent of the Association at that address shall be Richard D. Saba.

**ARTICLE X
INCORPORATOR**

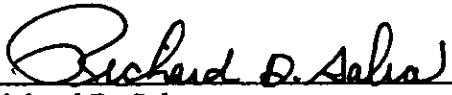
The name and address of the incorporator is Richard D. Saba, at 2033 Main Street Suite 303, Sarasota, Florida 34237.

**ARTICLE XI
AMENDMENTS**

These Articles may be amended as follows:

- (a) Prior to the Turnover Date, the Declarant may amend these Articles in any manner whatsoever, without consent of any of the owners or anyone else.
- (b) After the Turnover Date, these Articles may be amended by affirmative vote of a majority of the Voting Interests represented at a meeting for which notice of the change to be made is given, and at which a quorum is present. The Board of Directors may adopt a resolution setting forth a proposed amendment and directing that it be submitted to a vote at a meeting of the Members entitled to vote on the proposed amendment, which may be either an annual or special meeting. Written notice setting forth the proposed amendment or a summary of the changes to be effected by the amendment must be given to each Member entitled to vote at such meeting.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles
of Incorporation this 2nd day of November, 2001.

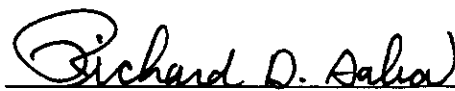

Richard D. Saba

CERTIFICATE OF REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned Corporation, organized under the laws of the State of Florida, submits the following statement in designating its registered office and registered agent in the State of Florida

1. The name of the Corporation is Willowbend Community Association, Inc.
2. The name and address of the Registered Agent and office of the Corporation is: **Richard D. Saba, 2033 Main Street, Suite 303, Sarasota, Florida 34237.**

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT


Richard D Saba

Dated: November 2, 2001

EXHIBIT D

**BYLAWS
OF
WILLOWBEND COMMUNITY ASSOCIATION, INC.**

These are the Bylaws of the **Willowbend Community Association, Inc.**, which is referred to as the "Association". All terms which are defined in the Declaration for the Association (the "Declaration") or the Articles of Incorporation of the Association (the "Articles") shall be used herein with the same meanings as defined in said Declaration or Articles

**ARTICLE 1.
PURPOSE**

1.01. Primary Purpose. The Association has been organized for the purpose of providing maintenance, management and control of certain property subject to the Declaration, as it may be amended

1.02. Office. The office of the Association shall be at 2033 Main Street, Suite 303, Sarasota, Florida, until changed by the Board

1.03. Fiscal Year. The Fiscal Year of the Association shall be the calendar year

1.04. Seal. The Seal of the Association shall bear the name of the Association, the word "Florida," the words "Corporation Not for Profit" and the year of incorporation

**ARTICLE 2.
MEMBERS**

2.01. Qualification. Membership shall be determined in accordance with the Declaration

2.02. Categories of Membership. The Association shall have two categories of membership, i.e. Regular Membership and Declarant Membership

2.03. Change of Membership. Change of Membership in the Association (other than Declarant Membership) shall be established by the transfer of an ownership interest in a Lot whether by execution and delivery of a deed or other instrument or the occurrence or non-occurrence of an event that gives rise to such change in ownership. Upon the happening of such event, the owner established by such circumstance shall thereupon become a Member of the Association and the membership of the prior owner whose qualifying interest in such Lot has ended shall terminate. The Board may establish reasonable rules and regulations for the provision to it of appropriate notice and evidence of such change of ownership, including but not necessarily limited to, delivery to the Association of a copy of instruments evidencing such change. Until appropriate evidence of a change of ownership as may be reasonably required by the Association is furnished to it, the Association may rely upon its record of Members

2.04. Termination of Declarant Membership. The Declarant Membership shall cease and terminate ninety (90) days after ninety-five percent (95%) of all Lots ultimately to be included within

the Property have been sold and conveyed by Declarant to the purchasers of the Lots located thereon, or sooner at the sole election of Declarant, whereupon the Regular Members shall be obligated to elect the Association's Board and assume control of the Association (the "Turnover Date")

2.05. Evidence of Membership. There shall be no stock or membership certificates in the Association Membership shall be determined by ownership of Lots

ARTICLE 3. VOTING

3.01. Voting Interests. There shall be one (1) vote for each Lot owned by a Regular Member Prior to the date upon which Declarant Membership terminates, the Declarant Member shall at all times have the number of votes equal to the total number of votes then attributable to Regular Members, plus one The term "Voting Interests" as used herein and in the Articles refers to all votes

3.02. Voting Procedure. All determinations of requisite majorities and quorums shall be made by reference to the total number of Voting Interests Decisions of the Association shall be made by a simple majority of votes entitled to be cast at a meeting at which a quorum is present, unless a greater percentage is required by the Declaration, the Articles, these Bylaws or by law

3.03. Quorum. A quorum shall exist when Members entitled to cast not fewer than twenty-five percent (25%) of all Voting Interests are present, either in person or by proxy

3.04. Designation of Voting Representative. The right to cast the vote attributable to each Lot shall be determined, established and limited pursuant to the provisions of this section

3.04.01. Single Owner If a Lot is owned by one natural person, that person is entitled to cast the vote attributable to such Lot

3.04.02. Multiple Owners If a Lot is owned by more than one person, the person entitled to cast the vote attributable to such Lot shall be designated by a certificate signed by all of the owners and filed with the Association If no certificate designating a voting Member is on file with the Association, and only one of the owners is present at a meeting, he or she may cast the vote for such Lot without concurrence of the other owners If two or more of the owners are present, they may jointly cast the vote attributable to such Lot if they are able to agree on the manner of casting such vote, but if they are unable so to agree, their vote shall not be counted on any such matter, although the Lot may still be counted for purposes of a quorum

3.04.03. Life Estate If a Lot is owned as a life estate, the life tenant shall be entitled to cast the vote attributable to the Lot

3.04.04. Corporations, Partnerships and Limited Liability Companies If a Lot is owned by a corporation, partnership or limited liability company, the officer, partner, manager, member, employee or agent thereof entitled to cast the vote attributable to such Lot shall be designated by a certificate executed by an executive officer, all general partners, manager or managing member, as applicable, and filed with the Association

3.04.05. Trustees If a Lot is owned by trustees, the trustees shall be entitled to cast the vote. Multiple trustees shall be subject to the same provisions as multiple owners. Trustees may by certificate executed by all trustees and filed with the Association designate a beneficiary as the person entitled to cast the vote.

3.04.06. Estates and Guardianships If a Lot is subject to administration by a duly authorized and acting personal representative or guardian of the property, then such fiduciary shall be entitled to cast the vote attributable to such Lot upon filing with the Association a current certified copy of his letters of administration or guardianship.

3.04.07. Leases If a Lot is leased, the owner/lessor shall be entitled to cast the vote attributable to the Lot, except that the owner may designate a lessee as the person entitled to cast the vote attributable to the Lot by a certificate executed by all owners and filed with the Association.

3.04.08. Certificates Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until the earlier of any date specified therein or the revocation of such certificate in writing delivered to the Association.

3.05. Approval or Disapproval of Matters. Whenever the decision of an owner is required upon any matter, such decision shall be expressed by the person who would cast the vote of such owner at an Association meeting, unless the joinder of record owners is specifically required by the Declaration, these Bylaws or by law.

3.06. Proxies. Votes may be cast in person or by proxy. A proxy shall be in writing, be dated, state the date, time and place of the meeting for which it is given, and be signed by the designated voting representative, or the owner if no voting representative has been designated. A proxy shall be valid only for the particular meeting designated in the proxy, as the meeting may lawfully be adjourned and reconvened from time to time, and must be filed with the secretary of the Association before the appointed time of the meeting or any adjournments thereof. A properly executed and delivered proxy may be revoked by a writing delivered to the secretary prior to the appointed time of the meeting or any adjournments thereof, or by the attendance in person by the persons executing said proxy at any meeting or adjournment thereof. No one person may be designated to hold more than five proxies. In no event shall a proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given.

3.07. Method of Voting. Subject to the provisions of the Declaration, voting may be by roll call, voice vote or by written ballot, provided, however, that whenever written approval is required by the Declaration, whenever an amendment to the Declaration is proposed, or when any borrowing of funds is proposed, the voting shall be by written ballot. Routine matters, such as approval of minutes, adjournment, acceptance of reports, parliamentary questions and social business, may be determined by "yea" and "nays," provided, that any five voting Members or the chairman may require a roll call vote or vote by written ballot.

**ARTICLE 4.
MEETINGS OF MEMBERS**

4.01. Annual Meeting. The annual meeting of the Members shall be held during the month of March of each year on a day and at a time determined by the Board, provided that notice pursuant to Section 4 03 is given at least 30 days prior to the date set for the annual meeting. The annual meeting shall be for the purpose of electing directors and transacting any other business authorized to be transacted by the Members.

4.02. Special Meetings. Special meetings may be called by the Board, the President, any vice president or Members entitled to cast not fewer than fifteen (15%) percent of all Voting Interests.

4.03. Notice of Meetings. Notice of a meeting shall be furnished to each Member entitled to vote at such meeting at least 10 days and no more than 30 days prior to the meeting date. The notice shall specify the date, time and location of the meeting. The notice of all special meetings shall describe the purposes of the meeting, and business conducted at a special meeting is limited to the purposes described in the notice. Notice of the annual meeting need not include a description of the purposes unless required by the Declaration, these Bylaws or by law. Any listing of the purposes of a meeting will not limit the matters upon which the Members may act unless such notice is expressly required by the Declaration, these Bylaws or by law. Notices shall be in writing and shall be mailed or delivered to each Member at such Member's address as it appears on the records of the Association or as the Member may have otherwise directed in writing. A duplicate notice shall be furnished to the designated voting representative if such voting representative is not also an owner. A single notice may be furnished to multiple owners listed on the records of the Association as having the same address. The notice for any meeting at which Special Assessments are to be considered and acted upon shall contain a statement of the nature of such Assessments and that such Assessments will be considered. Proof of such mailing or delivery of notice shall be given by affidavit or certificate of the person giving the notice. Notice of meetings may be waived in writing before, during or after meetings.

4.04. Place. Meetings of the Association shall be held at such place in Sarasota County, Florida, as may be designated in the notice of meeting.

4.05. Adjournments. If any meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided, however, the new date, time and place of the adjourned meeting must be announced at the meeting before the adjournment, failing which new notice must be given.

**ARTICLE 5.
DIRECTORS**

5.01. Number. The affairs of the Association shall be managed by a Board consisting of an odd number of not less than three (3) nor more than seven (7) directors, the exact number to be determined by the Members from time to time prior to the annual election of directors. The Board shall at all times be comprised of an odd number of members. Until otherwise determined by the Members, there shall be three (3) directors.

5.02. Election of Directors. Directors shall be elected in the following manner

5.02.01. Annual Election Election of directors shall occur at the annual meeting. A nominating committee of not less than three Members may be appointed by the Board not less than 30 days prior to the annual meeting. The nominating committee, if appointed, shall nominate at least one person for each directorship. Other nominations may be made from the floor, a Member may self-nominate, and nominations for additional directorships, if any, created at the meeting shall be made from the floor.

5.02.02. Procedure Election shall be by ballot, unless dispensed with by a two-thirds vote. Election shall be by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many of the nominees as there are vacancies to be filled. There shall be no cumulative voting.

5.02.03. Declarant's Right to Appoint Prior to the Turnover Date, Declarant shall have the right to designate, elect and remove the members of the Board, and the Directors so designated by Declarant need not be members. During such time, Declarant may appoint and remove directors, who shall serve such terms as Declarant may specify, and annual elections need not be held, except for any Board seats as to which Declarant may waive the right to appoint pursuant to Section 5.02.04. Within thirty (30) days after the Turnover Date, at either an annual meeting or a special meeting called for such purpose, all Regular Members shall be entitled to elect at least a majority of the directors to replace those directors elected or designated by the Declarant, such directors to serve until the next annual meeting date. Of the remaining members of the Board, the Declarant shall be entitled to appoint or elect at least one member of the Board so long as the Declarant holds for sale in the ordinary course of business at least five (5%) percent of the Lots. Any other directors shall be elected by all Members.

5.02.04. Waiver By Declarant The Declarant Member may waive its right to elect or designate any one or more directors, which waiver shall, however, apply only to the specific election for which such waiver is made. If the Declarant does waive such right, the Regular Members shall elect the member or members of the Board who would otherwise have been elected or designated by the Declarant. Such persons shall be subject to removal by the Declarant prior to the Turnover Date.

5.03. Term. Subject to the Provisions of Section 5.02, the term of each director's service shall extend to the next annual meeting of the Members at which such director's term expires, and thereafter until a successor is duly elected and qualified, or until he is removed in the manner elsewhere provided. The Declarant initially, and thereafter the Board, may establish director terms of more than one year so that the terms of the several directors shall be staggered to assure continuity. In no event shall a term of a director exceed three years, except for directors elected or designated by Declarant. If staggered terms are implemented, all directors shall be elected to serve the same length of time, except that in the first election at which staggered terms are implemented, designated directorships may be established for longer terms (i.e., two years) on a one-time basis to establish the pattern of staggering.

5.04. Removal. Any director may be recalled and removed from office, with or without cause, by the vote of a majority of all Voting Interests or by the Declarant prior to the Turnover Date. A special meeting to recall a member of the Board shall be called upon a petition filed with the Board on

behalf of Members entitled to cast not fewer than fifteen (15%) percent of all Voting Interests. The notice shall state the purpose thereof.

5.05. Qualifications. All directors shall be Members of the Association, except that directors elected or designated by the Declarant need not be Members. Officers, partners, members, managers, agents and employees of business entities that are owners, or that serve as fiduciaries of owners, shall be deemed Members for the purposes of qualifying for election to the Board.

5.06. Vacancies. Except as otherwise expressly provided herein, if the office of any director becomes vacant, whether by reason of death, resignation, removal, disqualification, incapacity, or otherwise, a majority of the remaining directors shall select a successor, who shall hold office until the next annual meeting. Provided, however, that prior to the Turnover Date any vacancies shall be filled by the Declarant.

5.07. Disqualification and Resignation. Any director may resign at any time by sending written notice to the secretary of the Association. Such resignation shall take effect upon receipt by the secretary, unless otherwise specified in the resignation. Any director who must be a Member shall be deemed to have resigned if he no longer has a requisite ownership interest in a Lot and ceases to be a Member. After the Turnover Date, more than three (3) consecutive unexcused absences from regular Board meetings shall be deemed an offer of resignation, which shall be effective only upon acceptance by the Board.

5.08. Organizational Meeting. The organizational meeting of a newly elected Board shall be held within ten (10) days of its election, at such place and time as shall be fixed by the chairman of the meeting at which they were elected.

5.09. Regular Meetings. The Board may, from time to time, establish a schedule of regular meetings to be held at such time and place as the Board may designate. Any regular scheduled meeting may be dispensed with upon written concurrence of not less than two-thirds of the members of the Board, or upon the determination of the President.

5.10. Special Meetings. Special meetings of the directors of the Board may be called by the President and must be called by the Secretary or an assistant secretary at the written request of any two directors.

5.11. Notice. Notice of each regular or special meeting of the Board shall be given to each director personally or by mail, telephone, telegraph, e-mail or other electronic communication, or courier service, at least two (2) days prior to the meeting date. All notices shall state the time and place of the meeting and, if a special meeting, the purposes thereof. Any director may waive notice of a meeting before, during or after the meeting, and all such waivers shall be deemed equivalent to the giving of notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, unless such director objects as required by law. In addition, notice of all Board meetings must be posted in a conspicuous place in the Neighborhood, or as an alternative to such posting, notice must be mailed or delivered to each Member at least seven (7) days before the meeting. Such posting or alternate provision of notice shall not be necessary in an emergency. No Assessment may be levied at any Board meeting unless the notice thereof includes a statement that Assessments will be considered and the nature of the Assessments. At such time as the Association may have more than one hundred (100) Members, as an alternative to such posting or mailing of notice of each board meeting, notice may be provided by mailing

or delivering a schedule of meetings to Members at least seven (7) days before the first scheduled meeting, such schedule to be deemed notice for all scheduled meetings, or by publication of a meeting notice or a schedule of meetings in a publication the Board determines to be in general circulation within the Community, which publication occurs at least seven (7) days before the meeting or the first scheduled meeting, in the event the publication is of a schedule

5.12 Quorum. A quorum at any meeting of the Board shall consist of a majority of the entire Board. Actions approved by a majority of those present at a meeting at which a quorum is present shall constitute the action of the Board except where approval of a greater number is required by the Declaration or these Bylaws

5.13. Adjourned Meeting. If at any meeting of the Board there shall be less than a quorum present at any time, or if a majority of those present determine an adjournment is appropriate for any other reason, then the majority of those present may adjourn the meeting. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice, provided the new date, time and place of the adjourned meeting is announced before the meeting is adjourned

5.14. Joinder In Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the concurrence of such director for the purpose of determining requisite majorities on any action taken and reflected in such minutes, or to create a quorum. Directors may join in minutes under this section only after an open meeting

5.15. Meetings Open. Meetings of the Board shall be open to all Members, provided, however, any meeting 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 may not be open to Members. Any Owner may tape record or videotape meetings of the Board or the Members, subject to reasonable rules adopted by the Board governing the taping of such meetings

5.16. Voting Directors may not vote by proxy or by secret ballot, except that Directors may vote by secret ballot for the election of officers

5.17. Presiding Officer. The presiding officer at Board meetings shall be the President. In the absence of the President, the Vice President shall preside. In the absence of both, the directors present shall designate one of their members to preside

5.18. Director's Fees. Directors shall serve without compensation but may be reimbursed for reasonable out-of-pocket expenses according to policies adopted from time to time by the Board. This provision may be amended only by a vote of seventy-five (75%) percent of all Voting Interests and, prior to the Turnover Date, the written consent of the Declarant

5.19. Application to Committees. The quorum, notice and other procedural requirements of Sections 5.11 through 5.16 inclusive, shall be applicable to all committees of the Association with respect to meetings thereof at which a final decision will be made by such committee regarding the expenditure of Association funds, and to other committees only if expressly provided by the Board

**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. General Powers. All powers specifically set forth in the Declaration, Articles and these Bylaws, all powers incident thereto or reasonably to be inferred therefrom, and all powers and authority of a Board of Directors set forth in the Florida Not-For-Profit Corporation Act, except as limited by the Declaration, Articles or these Bylaws

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 be not less than five (5) days, the Association may thereafter levy a fine for each offense against the Respondent in accordance with this section, provided, however, that no fine may be levied in any event against the Declarant

6.02.01. Amount 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 in no event to exceed any then applicable maximum amount per violation established by applicable Florida Statute (The maximum fine per violation as of the date of adoption of 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

6.02.02. Hearing No fine 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

6.02.04. Committee Decision The Compliance Committee shall meet and hold a hearing if one has been timely requested by the Respondent. At the conclusion of the hearing, if one has been requested, or during the meeting if no hearing is held, the Compliance Committee shall either approve or disapprove of the proposed fine. No fine may be imposed unless the Compliance Committee has approved of it.

6.02.05. Fine 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.

6.03. Budgets and Assessments. The Board shall adopt budgets and levy assessments, and use and expend assessments and other receipts of the Association to carry out the powers and duties of the Association pursuant to the Declaration and these Bylaws.

6.04. Employment. The Board may employ, dismiss, control and contract for personnel and contractors for the administration of the Association and the carrying out of the Association's responsibilities, including but not limited to managers, maintenance personnel, attorneys, accountants and other professionals, by employment or contract, as the Board may determine.

6.05. Rules and Regulations. The Board may adopt, amend and rescind reasonable rules and regulations relating to the administration of the Association. Any rules or regulations adopted by the Board may be supplemented, amended, or rescinded by affirmative vote of the owners of not less than two-thirds of the Lots. Any rules or regulations approved by the owners shall not thereafter be amended or rescinded except upon affirmative vote of the owners of not less than two-thirds of the Lots.

6.06. Committees. The Board may create and disband such committees as the Board may from time to time determine as reasonably necessary or useful, and may delegate such authority to such committees as may be reasonable in connection with the purpose. All committees shall keep records and conduct meetings in the same manner, to the extent applicable, as is required of the Board. Nothing contained herein shall restrict the authority of the President of the Association from appointing advisory committees not inconsistent with committees created by the Board.

ARTICLE 7. OFFICERS

7.01. Officers and Election. The officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and such other officers as may be determined from time to time by the Board. All officers shall be elected annually by the Board and may be peremptorily removed by majority vote of all directors at any meeting. Each person may hold two offices except that the President shall not also be the Secretary, an assistant secretary, or the Treasurer. The Board shall designate the powers and duties of such other officers as it may create.

7.02. President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a non-

profit corporation. He shall serve as chairman at all Board and membership meetings.

7.03. Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

7.04. Secretary and Assistant Secretary. The Secretary shall keep the minutes of all proceedings of the Board and of the Members. He shall attend to the giving and serving of all notices to the Members and directors, and other notices required by law. He shall keep the records of the Association, the Board and committees thereof, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a non-profit corporation, as may be required by the Board or the President. The assistant secretary, if such office is created, shall perform the duties of the Secretary when the Secretary is absent and assist the Secretary. The minutes of all meetings of the Members and the Board shall be kept in books available for inspection by Members or their authorized representatives, at any reasonable time. All such records shall be retained for not less than seven years.

7.05. Treasurer. The Treasurer shall have custody of all of the property of the Association including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with generally accepted accounting principles. He shall provide for the collection of Assessments and perform all other duties incident to the office of Treasurer.

7.06. Compensation. The compensation of all employees of the Association shall be fixed by the Board. Officers shall serve without compensation but may be reimbursed for out-of-pocket expenses according to policies adopted from time to time by the Board. No amendment to these Bylaws may provide for any compensation to an officer except upon affirmative vote of seventy-five (75%) percent of all Voting Interests and, prior to the Turnover Date, the written consent of the Declarant.

7.07. Term. All officers shall hold office until their successors are chosen and qualified.

7.08. Indemnification. Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director and officer of the Association, whether or not he is Director or Officer at the time such expenses are incurred, except in such cases when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all the rights to which such Officer or Director may be entitled.

ARTICLE 8. FISCAL MANAGEMENT

The fiscal management of the Association shall be as set forth in the Declaration and this Article

8.01. Accounting. Receipts and expenditures of the Association shall be credited and

charged to such accounts as the Board, in consultation with its accountants, shall from time to time determine to be necessary, reasonable or appropriate, and as shall be required by applicable law

8.02. Budget. The Board shall adopt a budget (the "Budget") of the anticipated revenues and expenses, including any reserves established in accordance with the Declaration, for each forthcoming fiscal year at a regular or special meeting of the Board (the "Budget Meeting") called for that purpose to be held no later than December 15th of the year prior to the year in which the Budget applies. Within ten (10) business days after the Budget is adopted, the Association shall provide each Member with a copy of the annual Budget or with written notice that a copy of the Budget is available upon request at no charge to the Member, within 10 business days after receipt of a written request for such copy.

8.03. Regular Assessments. Upon adoption of the Budget, the Board shall levy an annual assessment against each Lot, which shall be due and payable in advance in either monthly or quarter annual installments. If such regular assessment is not levied timely, an assessment shall be presumed to have been made in the amount of the last prior regular assessment, which assessment may be adjusted at such time as the Board levies and establishes the annual assessment. Failure of the Board to adopt a budget or to levy an assessment in a timely manner shall not abrogate or alter the obligation to pay Association assessments, nor shall it affect the validity of an assessment when adopted, and if necessary the Board may confirm or levy a regular assessment retroactive to the beginning of the then current fiscal year. If the regular assessment and any operating surplus as of the end of the preceding year prove to be insufficient to cover Association expenses, the Board may (i) adjust the regular assessment at a Special Meeting of the Board duly called for such purpose, subject to notice to the Members in accordance with and as required by these By-Laws, or (ii) levy a special assessment.

8.04. Special Assessments. The Board may levy special assessments from time to time as the Board may determine to be reasonable and necessary, subject to approval of the Members at a Special Meeting duly called for such purpose. Approval of such Special Assessment shall include the due date payable and manner of collection.

8.05. Acceleration of Assessments. The Board may elect to accelerate remaining installments of regular or special assessments payable in installments upon default in payment thereof, and such Assessments shall stand accelerated ten (10) days after notice is delivered to or received by the delinquent owner, or twenty (20) days after mailing of such notice by certified or registered mail, whichever first occurs.

8.06. Expenditures. All funds of the Association shall be expended only upon authorization of the Board. Approval of a budget shall be deemed authority to expend funds for the items and categories of items within the budget.

8.07. Depository. The Depository of the Association shall be in such bank or banks as shall be designated from time to time by the Board, and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks or other orders signed by such persons as are authorized by appropriate resolution of the Board. Operating and reserve funds of the Association may be co-mingled or kept in separate accounts except as otherwise required by the Declaration.

8.08. Audit. A financial report shall be prepared annually by the Association within sixty (60) days after the close of the fiscal year, and not later than ten (10) business days after the report is

completed, either (a) a copy of the report shall be furnished to each Member, or (b) written notice shall be given to each Member that a copy of the report is available upon request at no charge to the Member. Any copy requested shall be furnished within ten (10) business days after receipt of the request. Such reports shall consist either of (i) financial statements presented in conformity with generally accepted accounting principles, or (ii) a financial report of actual receipts and expenditures, cash basis, which report must show the amount of receipts and expenditures by classification, and the beginning and ending cash balances of the Association. No report need be audited by a certified public accountant, unless the Board determines otherwise.

8.09. Fidelity Bonds. Fidelity bonds shall be required by the Board for all persons handling or responsible for the Association's funds. The amount of such bonds shall be determined by the Board. The premiums on such bonds shall be paid by the Association as a common expense.

ARTICLE 9. PARLIAMENTARY RULES

Robert's Rules of Order, latest edition, shall govern the conduct of the meetings of the Association, the Board and committees of the Association when not in conflict with the Declaration, Articles or these Bylaws.

ARTICLE 10. AMENDMENT

10.01. By Declarant. Prior to the Turnover Date, these Bylaws may be amended by the Declarant, without consent or approval of any Owner.

10.02. By the Members. After the Turnover Date, these Bylaws may be amended by the Members at any regular or special meeting duly called for that purpose. On or before that date which is five (5) years after the Turnover Date, to be effective a proposed amendment must be approved by an absolute majority of all Voting Interests. More than five (5) years after the Turnover, to be effective an amendment must be approved by the greater of sixty-seven (67%) percent of those Voting Interests represented and entitled to vote at such meeting, or twenty-five (25%) percent of all Voting Interests. Notwithstanding the foregoing, no section of these Bylaws that provides that it may not be amended except with a specified majority may be amended by any vote less than the one specified.

10.03. Limitation. Notwithstanding the foregoing, no amendment shall be made that is in conflict with the Declaration or the Articles.


ARTICLE 11. MISCELLANEOUS

The Bylaws shall be construed together with the Declaration and the Articles. In the event of a conflict between the provisions hereof and the provisions of the Declaration or Articles, the provisions of the Declaration or Articles shall control. The provisions hereof shall be liberally construed to grant to the Association and the Board sufficient practical authority to implement the duties and authorities under

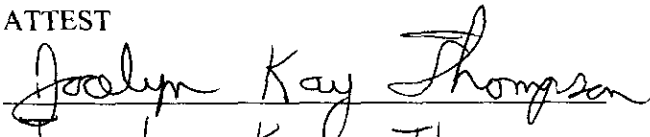
the Declaration Whenever the context so requires, the use of any gender herein shall be deemed to include all genders, and the use of the singular shall include the plural and the plural shall include the singular

The foregoing was adopted as the Bylaws of the Association by the Board of Directors as of the 10th day of June, 2002

WILLOWBEND COMMUNITY ASSOCIATION, INC.

By 
William B. Hauser
its President

ATTEST


Jocelyn Kay Thompson
its Secretary