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THIS INSTRUMENT PREPARED BY:
Carl L. Johnson
Attorney at Law
4421 NW 39th Avenue
Bldg. 1, Suite 2
Gainesville, Florida 32606

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WILLOW OAK PLANTATION**



THIS DECLARATION, made on the date hereinafter set forth by WILLOWOAK DEVELOPMENT, LLC., hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the County of Alachua, State of Florida, which is more particularly described as:

Lots One (1) through Two hundred twenty-seven (227) of WILLOW OAK PLANTATION, as per plat thereof recorded in Plat Book 27, Pages 44-48, of the Public Records of Alachua County, Florida, together with Common Area shown on said Plat.

NOW THEREFORE, Developer hereby declares that all of the properties above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to WILLOW OAK PLANTATION HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Association Property" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. It does not include any platted Lot in Willow Oak Plantation. "Association Property" includes, without limitation, any platted parcel, or portion thereof, which is part of The Property and which is designated on the plat for ownership and maintenance by the Association or as "Open Space" or as "Conservation Easement" or as a "Common Open Space" or as a "Drainage Easement."

Section 5. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties.

Section 6. "Declarant" shall mean and refer to WILLOWOAK DEVELOPMENT, LLC., and its successors or assigns if they should acquire more than one undeveloped Lot from the original Declarant for the purposes of development.

Section 7. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges of stormwater runoff which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse stormwater runoff to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharge from the system. Any reference in the Declaration to the St. Johns River Water Management District shall also include its successors if it ceases to exist.

Section 8. "Defensible Space" shall mean a "clean" zone between wildland fuels and

structures (typically a width of 30 feet or more) where fuels have been cleared, reduced or changed so as to act as a barrier between wildfire and the structure.

**ARTICLE II
PROPERTY RIGHTS**

Section 1. Owner's Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Association Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Association Property;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which an assessment against his Lot remains unpaid; and for any period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the Association Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by a majority of the voting members.
- (d) The right of the Association to collect money for the maintenance and repair of stormwater management and surface water facilities.
- (e) The requirements of the Open Space and Gopher Tortoise Conservation Area Plans included in Exhibit B.

Section 2. Each owner shall have the right to use and enjoy any Association Property for any purpose not inconsistent with this Declaration, the Articles of Incorporation, the By-Laws and rules and regulations of the Association, or governmental regulations. The use and enjoyment of all common property is subject to the requirements of the Open Space and Gopher Tortoise Conservation Area Plans included in Exhibit B. The Association shall be responsible for the management and control of the Association Property.

Section 3. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Association Property and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership;

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

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

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 2015, or
- (c) when Declarant decides to turn over control to the Class A members.

Section 3. In all elections involving general membership voting, the total vote will be the combined vote of all Class A and B shares voted. Each Class B vote shall be equivalent with, and participate in all voting on a basis equivalent to, one Class A vote.

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**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Association Property.

Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including, but not limited to, work within retention areas, drainage structures and drainage easements.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Five Hundred Dollars (\$ 500.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment and establish an initial working capital fee not to exceed \$150.00 per lot.

(d) The Board of Directors are required to establish annual assessments at a rate sufficient to cover annual maintenance. If annual assessments are insufficient, the Board of Directors shall have authority to require a special assessment sufficient to cover such shortfall or to amend the adopted budget by noticing the members according to Florida Statutes.

(e) The Board of Directors shall establish the appropriate levels of maintenance.

(f) The Board of Directors may establish fees for the use of various facilities.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Association Property, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments made for the purpose of complying with the St. Johns River Water Management District permit are not conditioned on lot owner approval or limited in amount.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4, shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, except that the Board may establish a lower assessment for lots for which a Certificate of Occupancy has not been issued for improvements to that lot.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Association Property. The first annual assessments shall be adjusted according to the number of the months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessment on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 18% per annum or a late fee may be established by the Board of Directors. The Association may bring action at-law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Association Property or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale and transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE V
ARCHITECTURAL CONTROL**

Section 1. No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. No dwelling of one story structure shall be permitted on any of the lots which contain less than 1400 square feet of ground floor area, exclusive of porches and garages. All lots shall have setbacks as shown on the Plat.

Section 2. All structures subsequently built on each lot should have at least thirty feet of defensible space surrounding them so as to minimize the vulnerability of these structures to wildfire. Defensible space is defined as a "clean" zone where fuels have been cleared, reduced, or changed so as to act as a barrier between wildfire and the structure. These areas can be landscaped with trees and shrubs as long as the appropriate plant material is used [less fire-prone] and placed so as to not carry fire to a structure [discontinuous horizontal and vertical fuel arrangement]. Defensible space shall be created so as to provide a measure of passive fire protection for structures. Defensible space created around a structure should limit the movement of fire to a structure or reduce the intensity of any fire that did move to a structure so that the likelihood of exterior structural ignition is minimized.

**ARTICLE VI
RESTRICTIONS ON USE OF PREMISES**

In addition to the rules and regulations which may be established by the Association, the following restrictions are placed upon the Property:

- (1) Each lot shall be used for residential purposes only. Each residential unit must be built with either a one or two car garage. Carports are not acceptable.
- (2) Owners who decide later to convert garage area to living area may do so, but must leave the garage door in place and make no structural changes to the outside front so it will continue to appear as an actual garage.
- (3) Boats, trailers, recreation vehicles, commercial trucks or vehicles, or other transportable personal property will not be permitted in the open parking areas or drive, but must be stored only

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within garages or in enclosures in the back yard.

(4) Mechanical work on any type of vehicle must be done in the garage only. No disabled or unlicensed vehicles may be kept parked in front of any house.

(5) No motor vehicles shall be parked in the front or side yards except on an improved parking space or driveway.

(6) Access to common and conservation areas is limited to members of the Association and immediate members or their family and to those persons maintaining any drainage or public utility easements or structures within such areas.

(7) Members of the Association may bring guests into the Association Property provided such guests are accompanied by a member.

(8) Members who bring non-members onto the common/conservation areas are required to assume full responsibility and liability for their acts, safety, and well-being.

(9) Members who bring non-members into the common/conservation areas agree to hold the Association harmless for any injuries a non-member guest receives.

(10) Persons not permitted access under 1 or 2 above are not allowed in the common/conservation areas and are to be considered trespassers on the property.

(11) The Association Board of Directors shall establish restrictions on hours of use of various parts of the common/conservation and recreation facilities.

(12) Minor age children whose parents are not members of the Association may not occupy the Association Property at anytime except in the company of a member of the Association who assumes guardian responsibility for all acts or injuries that might result from use of these areas.

(13) Each member of the Association and all members of their family with legal authority to use common/conservation areas must do so at their own risk. The Association cannot assume responsibility for safety and security of members usage. A member of the Association does hereby waive all claim of liability against the Association and holds the Association harmless for all usages members make of the common/conservation area.

(14) No swings, ropes, ladders, tree houses, or structures may be erected or attached to any trees in the common/conservation area.

(15) No one may climb trees or inflict damage to trees in the common/conservation area.

(16) No weapons may be brought onto common/conservation areas by members or non-members. This shall include, but is not limited to, all air guns, BB guns, knives, clubs, sling shots, bow & arrows, darts, or any device that is primarily a weapon or tool for hunting.

(17) No hunting, trapping or fishing is allowed in the common/conservation areas.

(18) No unauthorized removal or cutting of any plants or trees in the common/conservation area is permitted.

(19) The Board may set regulations restricting the hours when garbage cans and trash containers may be set out in front of a residence for garbage/trash collection.

(20) Fences may not be constructed in the front yard of a residence.

(21) All fencing location size, and materials shall be allowed only with the approval of the Association which may prohibit the use of certain fencing.

(22) No satellite dishes, antennas, or such other electronic transmitting or receiving devices may be installed anywhere outside a house on a lot unless approved by the Architectural Control Committee.

(23) Outside storage buildings can only be in the back yard and subject to the architectural review of the Association. Basketball goals must not be located in easement areas.

(24) If grass is left uncut, or other yard maintenance effecting appearance of the neighborhood is left undone by any member on a private residence, or if such residence is unoccupied or in foreclosure, the Association may arrange for cutting whenever the grass is in

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excess of 8 inches tall or have needed maintenance done and may bill the property owner. Such bill shall become a lien against the property if left unpaid for thirty days.

(25) No signs are permitted on the private property or Association Properties other than For Sale, Garage Sale and political candidate signs; messages are limited to necessary information only. Signs must be removed promptly when the occasion has ended. This restriction does not supersede Article VII Section 7.

(26) The exterior improvements on each lot must be kept in good repair at all times. If damaged by accident or the elements, repairs must be commenced within ninety (90) days and completed in a timely manner.

(27) No business that requires on-site employees, visits by clients and/or related business traffic may be operated out of any house/garage unless approved by the Architectural Control Committee.

(28) No noxious, offensive, or hazardous activity shall be maintained upon Properties, nor shall anything be allowed thereupon which may be or may become an annoyance or nuisance.

(29) No clear cutting shall be allowed on any portion of a lot which is designated on the plat as "low density buffer".

(30) Open Space Easements (OSE's) OSE's where shown on the plat, are subject to the requirements of the Open Space and Gopher Tortoise Conservation Area Plans included in Exhibit B; Gopher tortoises and active gopher tortoise burrows shall be protected in accordance with the Gopher Tortoise Protection Plan included in Exhibit B.

(31) All trees (8' diameter or larger) located within the rear or side building setback as shown on the plat shall not be removed. The initial purchaser of each lot shall plant or cause to be planted on each lot one tree of a type on the list of trees approved by Declarant.

(32) On Lots 143-148 which abut the Open Space and Conservation Easement area shown on the plat, the owner shall not allow combustible materials to be placed or stored in the rear building setback area adjacent to said Open Space and Conservation Easement.

(33) Periodic prescribed burning is a recognized land management tool and a recommended method of fuel management for minimizing wildfire hazards. Prescribed burning may result in the periodic occurrence of temporary smoke and ash. Reference the Wildfire Mitigation section within the Open Space and Gopher Tortoise Conservation Area Plans as well as Policy 5.6.8 of the Conservation and Open Space Element of the adopted Alachua County Comprehensive Plan for additional details.

**ARTICLE VII
GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association or any Owner incurring legal expenses or litigation costs related to successful enforcement of any covenant, restriction, or above items may recover such expenses or costs from the losing party, whether decided in court or settled out of court. The St. Johns River Water Management District and local governing agency shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants, Conditions and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time the shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment to the Covenants, Conditions and Restrictions which alter any provision relating to the surface water or storm water

management system, beyond maintenance in its original condition, including the water management portions of the Association Properties, must have the prior approval of the St. Johns River Water Management District and local governing agency.

Section 4. Annexation. Additional residential property and Association Property may be annexed to the Properties with the consent of two-thirds (2/3) of the combined vote of both Class A and B members who are voting in person or by proxy. Additional land within the West one-half (W1/2) of the Northwest one-quarter (1/4) Section 32, Township 10 South, Range 19 East, Alachua County, Florida, may be annexed to the Properties by the Declarant without the consent of members.

Section 5. Surface Water or Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District, and local government jurisdiction. The Association shall be responsible for such maintenance and operation. More specifically, said maintenance and repair for each retention facility shall include, but is not limited to, the following: mow grass, inspect the discharge structures, keep ponds free of trash and debris, inspect beams for washout or erosion, fill and sod any washout or erosion within one week, inspect vertical volume recovery structures for sediment build up and keep free of obstruction, any fences around ponds are to be inspected for continuity and promptly repaired if necessary. Said inspections shall be done on a monthly basis. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District, and local government jurisdiction.

Section 6. Flood Prone Areas.

Properties which have natural ground elevations less than the 100-year flood elevation as shown on the Plat are prone to severe flooding. Development on such properties is subject to special regulation (based on the minimum standards of the Federal Emergency Management Agency, National Flood Insurance Program) by Alachua County. Any development within areas designated as flood-prone is subject to all development restrictions outlined in Alachua County's Flood Hazard Area Ordinance. Such development may require special surveying, engineering, or architectural design to insure that flood hazard is not increased by the development.

Properties which have natural ground elevations less than the 10-year flood elevation as shown on the Plat, if any is shown, are subject to common and frequent flooding (a ten percent probability of flooding in any year). Such properties may not be suitable or eligible for permits for onsite sewage disposal systems (septic tanks).

Section 7. Declarant shall have the right to erect and maintain signs and a model or models for sales purposes anywhere on the property.

Section 8. Conservation Management. The Association shall be responsible for the management of the conservation areas including tortoise areas pursuant to the Conservation Management Plan approved by the County.

Section 9. Disclosures. Periodic prescribed burning is a recognized land management tool and a recommended method of fuel management in this area for minimizing wildfire hazards. Prescribed burning may result in the periodic occurrence of temporary smoke and ash. Reference the Wildfire Mitigation section within the Common Open Space Easement Management Plan as well as Policy 5.6.8 of the Conservation and Open Space Element of the adopted Alachua County Comprehensive Plan for additional details.

**ARTICLE VIII
RULES AND REGULATIONS**

Section 1. Compliance. Every Owner shall comply with the restrictions and covenants set forth herein and any and all reasonable rules and regulations which may from time to time be adopted by the Board of Directors of the Association. No such rules or regulations shall vary the assessment obligation set forth in Article IV.

Section 2. Enforcement. Failure of an Owner to comply with such restrictions, covenants, rules and regulations shall be grounds for action which may include without limitation any action to recover sums due for damages, injunctive relief, or any combination thereof and the Association shall have the right to suspend voting rights and use of Association Property as it shall determine.

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Section 3. Fines. In addition to all other remedies in the sole discretion of the Board of Directors of the Association a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees to comply with any covenant, restrictions, rules or regulations providing the following procedures are followed:

(a) Notice. The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner shall present reasons why penalties should not be imposed.

(b) Hearing. The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. Any party charged shall be entitled to cross examine witnesses and may be represented by counsel. A written decision of the Board of Directors shall be submitted to the Owner not later than twenty-one (21) days after the Board of Directors meeting.

(c) Fines. The Board of Directors may impose special assessments against the Lot owned by the Owner as follows:

- (1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00)
- (2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00)
- (3) Third and subsequent non-compliance or violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00)

(d) Payment of Fines. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines. All monies received from fines shall be allocated as directed by the Board of Directors.

(f) Non-exclusive Remedy. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto signed this Declaration this 26 day of April, 2008.

Signed, sealed and delivered in our presence as witnesses:

Carl Johnson
Witness PEARL L JOHNSON

WILLOWOAK DEVELOPMENT, LLC.

Lisa Taylor
Witness Lisa Taylor

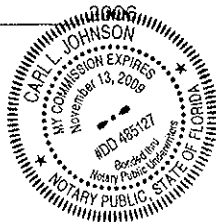
By: Kevin Coleman
KEVIN COLEMAN
Managing Member

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared KEVIN COLEMAN, as Managing Manager of WILLOWOAK DEVELOPMENT, LLC., to me known to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, and an oath was not taken.

(Check one) Said person is personally known to me or has provided the following type of identification: _____

WITNESS my hand and official seal in the County and State last aforesaid this 26 day of April



Carl Johnson
NOTARY PUBLIC
My Commission Expires:

State of Florida

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Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of WILLOW OAK HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on May 2, 2006, as shown by the records of this office.

The document number of this corporation is N06000004842.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Third day of May, 2006



CR2EO22 (01-06)

Sue M. Cobb
Sue M. Cobb
Secretary of State

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
WILLOW OAK HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of Florida Statutes 617 (2005), the undersigned, who is a resident of Alachua County, Florida and who is of full age, has this day agreed to form a corporation not for profit and does hereby certify:

ARTICLE I

The name of the corporation is **WILLOW OAK PLANTATION HOMEOWNERS ASSOCIATION, INC.**; hereafter called the "Association."

ARTICLE II

The initial principal office and mailing address of the Association is located at 19921 W. Newberry Road, Newberry, Florida 32669.

ARTICLE III

KEVIN COLEMAN, whose address is 19921 W. Newberry Road, Newberry, Florida 32669, is hereby appointed the initial registered agent of this Association.

**ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which it is formed are to provide for maintenance, management, operation, care, preservation and architectural control of the Lots, Retention Areas, Drainage Easements, Association Property, and Surface Water or Storm Water Management Systems within that certain tract of property described as:

The Open Space, Conservation Easement, Common Open Space, Drainage Easement Areas, and Association Properties, together with Lots One (1) through Two Hundred Twenty Seven (227) of **WILLOW OAK PLANTATION**, as per Plat thereof recorded in the Public Records of Alachua County, Florida.

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Court of Alachua County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Association Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer; any dedication, sale, or transfer which directly or indirectly impacts the operation of maintenance of the surfacewater management system, including but not limited to, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works and preservation or conservation areas, wetlands and wetland mitigation areas which are owned or controlled by the association or the owners in common may be made after approval by the St. Johns River Water Management District. Such approval shall be in the form of a modification to any and all permits issued by St. Johns River Water Management District under the lawfully adopted rules of the St. Johns River Water Management District in effect at the time of application for such modification;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional residential property and Association Property, provided that such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members; any mergers or consolidations which directly or indirectly impacts the operation of maintenance of the surfacewater management system, including but not limited to, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works and preservation or conservation areas, wetlands and wetland mitigation areas which are owned or controlled by the association or the owners in common may be made after approval by the St. Johns River Water Management District. Such approval shall be in the form of a modification to any and all permits issued by St. Johns River Water Management District under the lawfully adopted rules of the St. Johns River Water Management District in effect at the time of application for such modification;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise;

(h) Review plans and specifications of proposed improvements as to whether they comply with the "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILLOW OAK PLANTATION";

(i) To maintain, repair, replace, operate, and care for real and personal property, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands, and wetland mitigation areas which are owned or controlled by the association or the owners in common in a manner consistent with the permit issued by the St. Johns River Water Management District and the operation and maintenance plan attached thereto, and with local government regulations.

(j) Purchase and maintain insurance;

(k) To make, amend, impose, and enforce by any lawful means, reasonable rules and regulations of use of the common areas and association property;

(l) To contract for services with others;

(m) To do and perform anything required by these articles, the bylaws, or the declaration to be done by the owner, but if not done by the owner in a timely manner, at the expense of Owner;

(n) To do and perform any obligations imposed upon the association by the declaration or by any permit or authorization from any unit of local, regional, state, or the federal government and to enforce by any legal means the provisions of these articles, the bylaws and the declaration.

The foregoing specific duties and responsibilities are not construed in any way as limiting the powers of the association. Rather, the association will have and exercise all the powers conferred upon associations so formed.

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**ARTICLE V
MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest on any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separate from ownership of any Lot which is subject to assessment by the Association.

**ARTICLE VI
VOTING RIGHTS**

The Association shall have two classes of voting membership:

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

Class B. Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned or intended to be annexed to the Properties by Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on December 31, 2015, or
- (3) when Declarant desires to turn over control to the Class A members.

The Declarant, prior to relinquishing control of the association or otherwise allowing control to transfer to the directors of the association, shall provide at least 30 days written notice to the St. Johns River Water Management District that all terms and conditions placed upon the developer by permits or authorizations from the St. Johns River Water Management District have been satisfied in full and that transfer is proposed to occur on a specific date.

**ARTICLE VII
OFFICERS**

The affairs of this Association shall be managed by a President, Vice-President, Secretary, and Treasurer and they shall be elected at the first meeting of the Board of Directors following each annual meeting of the members or as otherwise provided in the By-Laws. Until the first election of officers under the Articles of Incorporation, the following shall serve as officers:

President – KEVIN COLEMAN
Vice-President – JAMES HUDSON
Secretary – KEVIN COLEMAN
Treasurer – BRUCE HUDSON

**ARTICLE VIII
SUBSCRIBERS**

The name and address of the subscriber is:

KEVIN COLEMAN, 1921 W. Newberry Road, Newberry, Florida 32669

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**ARTICLE IX
AMENDMENTS**

Amendments of these Articles shall be adopted upon receiving the affirmative vote of a majority of the votes of members entitled to vote thereon, unless any class of members is entitled to vote thereon as a class in which event the proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of members of each class entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all members entitled to vote thereon.

Amendments to articles or bylaws which directly or indirectly impact operation and maintenance of the surfacewater management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned or controlled by the association or the owners in common, may be made after approval by the St. Johns River Water Management District. Such approval shall be in the form of a modification to any and all permits issued by the St. Johns River Water Management District under the lawfully adopted rules of the St. Johns River Water Management District in effect at the time of application for such modification. Amendments to the articles or the bylaws which do not impact operation or maintenance of the system may be made without authorization of the St. Johns River Water Management District; however, copies of any such amendments shall be forwarded to the District within 30 days of approval.

**ARTICLE X
BOARD OF DIRECTORS**

The Board of Directors shall be elected as provided for in the By-Laws of the Association. The affairs of this Association shall be managed by a Board of at least three (3) but not more than nine (9) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

KEVIN COLEMAN, 1921 W. Newberry Road, Newberry, Florida 32669

JAMES HUDSON, 15471 NW 46th Lane, Chiefland, Florida 32626

JEFF KEMPTON, 8100 NW 15th Place, Gainesville, FL 32606

BRUCE HUDSON, 11801 SW 3rd Avenue, Gainesville, Florida 32607

The first annual meeting of the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect one director for a term of three years.

**ARTICLE XI
DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Prior to dissolution of this association, all property, interest in property, whether real, personal, or mixed, which is directly or indirectly related to the surfacewater management system, including but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other surfacewater management works, and preservation or conservation areas, wetlands, and wetland mitigation areas which are owned or controlled by the association or the owners in common, will be dedicated to and accepted for maintenance by the appropriate unit of government or otherwise transferred to and accepted for maintenance by an approved entity. Dedication or approval must be authorized by the St. Johns River Water Management District through modification of any and all permits or authorizations issued by the St. Johns River Water Management District. Such modification shall be made under the lawfully adopted rules of the St. Johns River Water Management District in effect at the time of application for such modification.

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ARTICLE XII
DURATION

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE XIII
AMENDMENTS TO BY-LAWS

The power to make, alter, and rescind By-Laws shall be vested in the members as provided by the By-Laws.


ARTICLE XIV
SURFACE WATER MANAGEMENT SYSTEM

The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

Any reference in this document to the St. Johns River Water Management District shall also include the local governing agency in issues dealing with the stormwater management facilities.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 26 day of April, 2006.

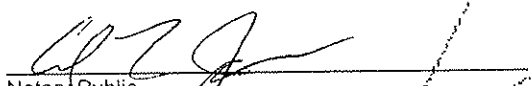


KEVIN COLEMAN

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared KEVIN COLEMAN; known to me to be the person described in the foregoing instrument, and he acknowledged before me that he executed the same for the purposes therein expressed, that I relied upon the following form of identification of the above named person: personally known.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of April, 2006.



Notary Public
My commission expires:



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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE DESIGNATING REGISTERED AGENT FOR THE SERVICE OF PROCESS WITHIN THIS STATE.

In pursuance of Chapter 617.0501, Florida Statutes, the following is submitted, in compliance with said Act;

First--That **WILLOW OAK PLANTATION HOMEOWNERS ASSOCIATION, INC.** desiring to organize under the laws of the State of Florida has named **KEVIN COLEMAN**, located at 1921 W. Newberry Road, Newberry, Florida 32669, County of Alachua, State of Florida, as its registered agent to accept service of process within this state.

ACKNOWLEDGMENT: (MUST BE SIGNED BY DESIGNATED AGENT)