

Willow Bend Homeowner's Association, Inc.

By-Laws

Article I – Name

1. The name of the association shall be WILLOW BEND HOMEOWNER'S ASSOCIATION, INC.
2. For purposes of these by-laws, it will be referred to as the "Association".
3. The seal of the Association will bear the name of the Corporation, the word "Florida", the words "Corporation Not for Profit", and the year of the incorporation.

Article II – Object

1. The overriding purpose of the Association is to manage the affairs of common interest to all owners and residents.
2. The Association is a corporation not for profit organized and existing under the laws of the State of Florida.

Article III – Definitions

1. "Building" means a free standing structure containing dwelling places, duplex (two units) or quadruplex (four units) and parcel of land, associated with Willow Bend Homeowners Association.
2. "Unit" means a single dwelling place located within the boundaries of the land described in the Articles of Incorporation of the Association and the land upon which it is constructed, as the land is described in the deed conveying title ownership to a member.
3. "Member" or "owner" or "homeowner" means the titled owner of a building and land associated with Willow Bend.
4. "Voting Member" means the titled owner from the individual unit who is vested with the right to vote at member meetings.
5. "Record address" means a member's residence address if the member resides at Willow Bend, or for a nonresident, the owner's address provided by the member or, if none provided, the member's address as stated in the deed conveying title of a unit to the member.
6. "Declaration" means the Restrictive Covenants that are a matter of public record.
7. "Board" means the Board of Directors of this Association.
8. "Manager" means the Management Firm hired by the Board of Directors for the management of Willow Bend.

Article IV – Membership

1. Membership in the Association is limited to those who have an ownership interest in a unit in Willow Bend. Membership is not transferable, assignable or otherwise passed on except by transfer of ownership in any unit.
2. Membership commences the day an ownership interest in a unit is acquired and continues until the ownership interest in a unit ceases.

Article V – Assessments and Liens

1. General provisions
 - a. The members of the Association shall pay assessments as provided in the Restrictive Covenants and these By-Laws.

- b. Assessments shall be borne by all the members prorated equally among the buildings unless otherwise provided for in these documents.
 - c. No member may be exempted from liability for contribution towards assessments of common expenses by waiver of the use or enjoyment of any of the common areas or by the abandonment of his unit.
2. Annual assessments
- a. The annual assessment to members for their share of common expenses, to include operating expenses, capital repairs and expenditures and reserves for future repairs and replacements, shall be made on or before the first day of the month after the annual meeting or special called meeting at which such assessment is approved by a majority of the voting members present.
 - b. If no change is made at an annual meeting as required, the annual assessment for the next fiscal year shall be the amount of the prior assessment.
 - i. In the event the annual assessment proves to be insufficient, the budget and assessments therefore may be amended at any time by a majority of the voting members present at a meeting called for such purposes. Notice shall be given no less than fifteen (15) days before the meeting, and in the manner specified in Article XI. Section 4.
3. Special assessments
- a. Assessments for capital improvements, repairs and common emergency expenses, which cannot be paid from the annual assessments, may be made at any annual or special meeting of members. Notice shall be given no less than fifteen (15) days before the meeting, and in the manner specified in Article XI, Section 4.
 - b. Upon approval by a majority of the voting members present at such meeting, the assessment shall become effective, and it shall be due after thirty days notice thereof or otherwise as provided in the assessment motion.
4. Member payments
- a. The annual assessment will be prorated for four payments due quarterly on the first day of each month in the year for which the assessment is made. Monthly payments in arrears for 60 days will be cause for calling the full balance of the assessment due for the year.
 - b. A late fee of twelve dollars (\$12) shall be assessed against any member whose monthly payment is not received by the Treasurer/Management postmarked on or before the 10th of the month when due.
 - c. A 10% per quarter interest charge will be added on any balance carried forward into the next quarter.
 - d. The Association Board is empowered to take direct action to correct such damages, disrepairs or potential liabilities as may occur from violation of any provisions of the Declarations of Restriction or these by-laws either by assuming cost and sending bills to the owners or filing notice as below, and civil or criminal action in the appropriate court of jurisdiction to protect the homeowners and Association. In any instance where the Association Board is required to carry out the provisions of this section, a notice shall be provided to the owner. Such notice shall define the problem and outline the acceptable solution. The owner shall be afforded 14 days to correct the problem. If, upon expiration of that time, the problem has not been corrected, the Association shall arrange for correction of the problem and will bill the owner as detailed in this section. In any emergency condition where there is immediate threat to life, health or property,

the Board of Directors shall carry out the actions defined in this paragraph with concurrent notice to the owner.

- e. An assessment in the amount of expense incurred to correct the problems shall be invoked upon just cause by majority vote of the Board members present and voting in the instances referenced in this section and for any other reason as detailed in the rules and regulations of the Association (Article XII) or for:
 - i. Removal of excessive trash, debris or unclaimed property on or in a unit property, or common property, where the site, location and/or visibility constitute a health danger, nuisance, odor or potential threat to life or property of other individual or collective homeowners.
 - ii. Removal of any animals, which are raised, bred or that pose a threat to the health or well being of residents or that are a violation of the rules and regulations found in Article XII, item 14 of these by-laws. Any animals in violation of this provision will be removed in accordance with local laws.
 - iii. Repair of any exterior or otherwise visible part of unit property that may be in disrepair, danger or create a potential liability to person and/or property.
 - iv. Breakage of water lines, which occur in trunk lines serving a series of units, shall be repaired by the Board and paid for out of the annual budget except as noted below. Breakage of water lines from the trunk line to the individual unit shall be the responsibility of the unit owner. If the unit owner cannot be contacted in a timely manner, (to preserve property) a licensed plumber will be called to repair the leak and the unit owner will be billed as set forth in this section. Leaks, which occur within the unit, are solely the responsibility of the unit owner.
 - v. Sewer line stoppages, which occur in a trunk line serving a series of units, will be repaired by the Board and paid for from the annual budget except as noted below. Stoppage in sewer lines from a unit to the trunk line or within a unit will be repaired and paid for by the unit owner. Conditions in sewer lines of individual units, which endanger the health, and safety of residents will be repaired by the Board and billed to the unit owner as set forth in this section. Any action by a unit owner or resident or any agent of said owner or resident which damages trunk water or trunk sewer lines will be repaired by the Association and charged to the unit owner causing the damage as set forth in this section.
- f. If a member is in default in any assessment, late fee or interest payment for more than sixty (60) days, the Treasurer shall notify the member in writing, by first class mail, mailed to the member's address of record, of the assessment due and of the actions that will be taken under the provisions of Article V, paragraph 4 (f and g).
- g. If a member is in default in payment of any amount for more than ninety (90) days, Management will accelerate the remaining installments of the assessments for the current year and record a Claim of Lien against the property of the member on the public record. The unpaid balance of the account, including remaining assessment installments, late fees, interest charges and attorney fees and charges shall become due upon the date in the notice which will not be less than ten (10) days after delivery of the notice to the member, or not less than twenty (20) days after the mailing of a copy of the lien to the member by registered or certified mail.

- h. If any Claim of Lien is not satisfied by the member within thirty (30) days of the recording of the Lien, the member's default will be referred to the Board of Directors for the initiation of foreclosure action on the property.
- i. Annual and special assessments together with late fees, interest at the rate of 10% per quarter on the unpaid balance, collection cost and reasonable attorney fees required to collect assessments, if any, shall be a lien against the unit or units owned by the member or members failing to pay the assessment.

Article VI – Architectural Control

1. The board will set architectural policies and procedures aimed at maintaining the highest possible property values and individual rights to common areas.
2. The Board will carry out the duties and functions or it may delegate architectural control to a committee of members.
3. Members must request approval in writing for unit modifications or projects which will be visible from outside the unit to include but not be limited to the items covered in the rules and regulations, Article XII, section 2 of the bylaws.
4. Members must obtain approval from the architectural control committee before they proceed with any modifications.
5. If a member is making a modification visible from outside the unit without prior approval, management is authorized to stop work until approval can be obtained. If the modification is not approved, the member must restore the unit to its original condition at personal expense.

Article VII – Board of Directors

1. The affairs of the Association shall be managed by a Board of five (5) members, one of whom will serve as the chair of the architectural committee and will advise the Board on all matters pertaining to the maintenance, repair or improvements of the common properties and facilities of the Association and be the administrative contact for the Board in dealing with maintenance-related personnel and contractors. Also, one alternate Board member will be allowed to vote in the absence of another Board member.
2. Eligibility to stand for election to the board of directors is limited to individual owners of record who are not in arrears on any assessment.
3. The term of each board member's service shall be for one year or until removed in a manner elsewhere provided. Terms will begin and end after the close of the meeting at which elections are held.
4. Any Board member of the Association may resign at any time by delivering his or her written resignation to the president or secretary of the board. The resignation is effective when the notice is delivered by the board member unless the notice specifies a later effective date. If the resignation is effective at a later date, the vacant office may be filled by an action of the board before the effective date of the resignation and the successor will not take office until the vacancy is effective.
5. Vacancies occurring during the year shall be filled by the Board, except for vacancies caused by action of the members. Any board member who misses two (2) consecutive regular meetings of the Board or upon missing (3) board meetings without the prior approval of the Board president, may be removed upon the concurrence of three (3) other board members.
6. Any board member may be removed by a majority of voting members present at a special meeting of the members called for that purpose. That vacancy shall be filled by the members at the same meeting.
7. Powers of the Board:

- a. To exercise the powers of the Association under the Declaration, the Articles of Incorporation, and these By-Laws except where membership approval is required.
 - b. Under the direction of the Board of directors, the management firm of the Association is to ensure that all contractors are insured and set their compensation.
8. Duties of the Board: The members of the Board of Directors and each officer of the board of the Association have a fiduciary relationship with the members of the Association. This fiduciary relationship imposes obligations of trust and confidence in favor of the association and its members. It requires each member of the board to act in good faith and in a manner he or she believes to be in the best interests of the members of the Association. It means the Board members must exercise the care and diligence of an ordinarily prudent person when acting for the community, and it requires each of them to act within the scope of their authority. Directors and officers of the Association must devote enough time and effort to the performance of their duties to ensure that they are reasonably and faithfully carried out on behalf of the Association. The fact that the Association is a corporation, not for profit, or that the members of the board are volunteers or unpaid does not relieve them of the standards of trust and responsibility that the fiduciary relationship requires.
- a. To submit a budget for approval by the Board of Directors in accordance with Article VIII, sections 9(e) and Article X section 7.
 - b. To provide updates of all aspects of association affairs.
 - c. To see that an independent examination or review of accomplishment of agreed upon procedures of the treasurer's records is made by a licensed or certified accountant each year, to be presented for approval to the Board of Directors at or prior to the July board meeting of the following year and to make a copy of the report available to any member requesting it.
 - d. To appoint a nominating committee. (See Article XI, Section 10).
 - e. To see that Fidelity bonds are acquired on all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least the net worth of the association. The premiums on such bonds shall be paid by the Association.
 - f. Maintain adequate insurance to cover the replacement value on any common buildings or property and to insure against liability for injuries to employees, owners or guests using commonly owned property.
 - g. Insure that all official records of the Association are open to inspection and available for photocopying by members or their authorized representatives within 14 business days after receipt of a written request for access. Fees shall be imposed to cover the actual costs of providing members copies of the official records with payment required prior to the copying of records.
 - h. The Board will not assume responsibility for the failure of realtors or non-resident homeowners to adequately notify renters of their responsibilities under the by-laws, deed covenants, state laws or local government ordinances. It shall be the policy of the board to send the owners of every unit any amended by-laws within forty five (45) days of the amendment with notice that they will be liable for the conveyance of all legal notices to their renters or successors in title, and shall equally be liable for the appropriate penalties and payments, as well as potential civil or criminal actions.

9. Indemnification of Board of Directors: The Association shall, during the term of this contract and for a period at least one day longer than the longest applicable statute of limitations, purchase, and maintain in full force and effect Directors' and Officers' liability insurance in the amount of \$ _____ from a carrier approved by Executive Management Services, Inc., which includes an endorsement holding Members of the Board of Willow Bend Homeowners Association, Executive Management Services, Inc., and Robert S. Rhinehart, Jr. personally harmless from any and all liability with respect to any act or omission to act arising out of any legal theory, including without limitation: anything in connection with management of the property or of contractual or other interaction with vendors, residents or invitees; anything including any connection with management of the Association; or anything arising out of any injury or other matter alleged to have occurred on the property or for which the Association may be liable.

Article VIII – Officers

1. The executive officers of the Association shall be a president, who shall be a board member, a vice president, and a secretary/treasurer, all of whom shall be elected annually by the Board and who may be removed upon the concurrence of three (3) other board members.
2. Any person may hold two or more offices except the president shall not also be the vice president, treasurer or secretary.
3. An officer may resign at any time using the same procedure as detailed in Article VII, section 4. An officer may be removed from office for failure or incapacity to perform or where the individual's conduct has or may compromise the effectiveness of the Board.
4. Upon the resignation or removal of an officer, the President may appoint interim officers to serve until the next regularly scheduled board meeting at which time a replacement will be elected.
5. The Board may from time to time elect other officers to exercise such powers and duties as the Board shall find to be required to manage the affairs of the Association.
6. The Board may delegate clerical, management and administrative duties to paid or unpaid persons; however, ultimate responsibility for the duties will remain with the Board of Directors and the Officers of the Board. Duties, which are delegated, must be performed in accordance with these by-laws.
7. The president shall:
 - a. Be the chief executive officer of the Association.
 - b. Have all the powers and duties which are usually vested in the office of the president of an association, including but not limited to the power to appoint committees from among the members in good standing and otherwise eligible to vote at members' meetings, to assist in the conduct of the affairs of the Association.
8. The vice president shall:
 - a. Exercise the power and perform the duties of the president in the absence or disability of the president.
 - b. Generally assist the president and exercise other powers and perform other duties as may be prescribed by the Board or the president.
9. The secretary/treasurer shall:

- a. Provide for the keeping of the minutes of all proceedings of the Board and the members and see that they are distribute as required under Article IX section 4. Such minutes and records are to be maintained for a minimum of seven years.
- b. Provide for the giving and serving of all notices to the members and directors and other notices required by law.
- c. Maintain the records of the Association except those of the treasurer.
- d. Perform all other duties incident to the office of secretary of an association and as may be required by the president or the Board.
- e. Have custody of all property of the Association, including funds, securities and evidence of indebtedness.
- f. Insure that the books of the Association are kept in accordance with generally accepted accounting practices.
- g. Maintain a current record address of each member.
- h. Provide a written report of corporate financial status at each Board meeting and at the annual meeting.
- i. Provide a proposed budget to the Board at the regular board meeting, prior to the annual meeting.
- j. Provide for the timely preparation of Federal Income tax returns and Payroll return and cause all tax liabilities to be paid in a timely manner.
- k. Provide for the deposit all monies received and payment of all bills.
- l. Be responsible for the performance of all duties incident to the office of treasurer of association.

Article IX – Board Meetings

1. The organizational meeting of a newly elected board of directors shall be held within ten (10) days of its election at such place and time as shall be fixed by the directors at the annual meeting at which they were elected.
2. Regular meetings of the Board may be held monthly, bi-monthly, or quarterly at a time duly noticed to Association members, unless otherwise provided by the Board. Notice of the time and place of regular meetings shall be provided in the minutes of the previous meeting, which will be distributed at least seven (7) days before the scheduled meeting.
3. Special meetings of the Board may be called by the president and must be called by the secretary at the written request of a majority of the board members. Notice of the meeting shall be given at least three (3) days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting, except in an emergency.
4. Minutes of each regular and special meeting may be distributed by first-class mail to each member not more than twenty-one (21) days after each meeting and at least seven (7) days before the next regularly scheduled meeting, at the record address for each member.
5. A quorum shall consist of a majority of the entire Board.
6. The acts approved by the majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of directors, except where approval by a greater number of directors is required by the Declaration, Articles of Incorporation, or these By-Laws.
7. The presiding officer of Board of directors' meetings shall be the president. In the absence of the president and the vice president, the directors shall designate one of the other board members to preside.
8. The order of business at regular board meetings shall be:

- a. Proof of due notice of meeting; introduction of members and guests;
 - b. Set and approve the agenda.
 - c. Approval of minutes of prior meetings.
 - d. Reports of officers and committees.
 - e. Unfinished business.
 - f. New business.
 - g. General comments for the good of the Association.
 - h. Set the date, time and location of the next meeting.
 - i. Adjournment.
9. Members attending a regular board meeting to be heard should be prepared to bring up their business of concerns at the appropriate time.
- a. If the member has a proposal for the action by the Board, the member will let that be known when the agenda is being set at the beginning of the meeting and present the idea when the president calls for it under New business.
 - b. If the member has ideas, general comments or concerns to offer for discussion, these should be brought out under General Comments for the good of the Association.

Article X – Financial Matters

1. The expenditures of the Association will fall into two main categories, “current expenses” and “reserves” .
 - a. “Current expenses” for operations include all expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, and exclude expenditures chargeable to reserves or to additional improvements.
 - b. “Reserve expenditures” for replacement and additional improvements, include funds for maintenance items, which occur less frequently than annually, funds for repair or replacement required because of damage, depreciation or obsolescence, and funds to be used for capital expenditures for additional improvements or additional personal property, which will be a part of the common elements.
2. Authorization
 - a. Expenditures for other than budgeted expenses or payments made under contracts entered into by the Board shall not be made nor any obligation therefore entered into, except upon approval of the Board.
 - b. Expenditures not exceeding five hundred dollars (\$500) may be authorized at any time by any board member in the case of an emergency or in a matter of substantial inconvenience to the members. The circumstances will be recorded in the minutes of the next board meeting.
3. The depository of the Association shall be designated by resolution of the Board. Withdrawals shall be made only by checks signed by person or persons authorized by the Board. Withdrawals from any other accounts will be made by transfers to the checking account.
4. Signors on checking and savings accounts will be approved by the Board of Directors.
5. Bank statements will be sent to the Treasurer and will be reviewed for compliance to financial procedures.
6. Financial statements will be provided by the Treasurer and will include the year-to-date expenditures compared to the budget and a balance sheet detailing reserves.
7. The Association will file all required Federal Income Tax Returns, Quarterly Payroll Tax Returns, and Corporate filings in a timely manner and the Treasurer will submit copies of all filings at the next scheduled Board meeting after the due date of returns.
8. All financial records will be kept according to generally accepted accounting principles.

9. The annual financial report will be prepared within thirty (30) days after the close of the fiscal year (6/30) and shall be submitted to the Board at the next meeting and made a part of the minutes.

Article XI – Members’ Meetings

1. The annual members’ meeting shall be held at the principal office of the Association at a time and place designated by the president in the month of July.
2. The purpose of the annual meeting is to elect directors, approve the annual assessment, budget, and transact any other appropriate business authorized to be transacted by the members. Should a quorum not take place at the annual meeting, or any subsequent special meetings that may be called by the president or Board, the existing constituted and duly elected Board and officers shall remain in office until such time as a quorum shall exist, continuing to hold the full powers and duties of the Board and officers.
3. Special meetings of the members shall be held whenever called by the president or by a majority of the Board of Directors, and must be called by the president upon receipt of a written request from members representing at least fourteen (14) units.
4. Notice of Member Meetings
 - a. Notice of all members’ meetings, stating the time and place and the purpose for which the meeting is called, shall be given by the president or secretary.
 - b. The notice shall be in writing to each member at the record address as it appears on the books of the Association and shall be mailed first class not less than thirty (30) days before the date of the meeting.
5. A quorum at members’ meetings shall consist of the persons present in person or by proxy at any duly noticed members’ meeting unless otherwise provided in the Covenants. In the event a quorum is not reached, the president will reschedule the meeting. Notice will be sent to the members as required in section 4 (b). Proxies will be official for 90 days from the actual date of the called meeting.
6. In any member’s meeting, each member shall be entitled to cast one (1) vote for each Unit owned by said member. Only one member from each unit may vote on a question.
7. The right of a member to vote at a members’ meeting, to serve on the board of directors or be appointed to a workgroup or committee of the Association, shall be suspended in the event the member is more than sixty (60) days in arrears in payment of any annual or special assessment, or any installment of any assessment.
8. Votes of a member may be cast in person or by proxy.
 - a. Proxy voting may only be done using the Proxy ballot, which will be distributed to members with the notice of meeting.
 - b. The proxy vote may be general and allow the proxy to use his or her best judgment on all matters or may be limited to specifically authorize the proxy to cast votes as authorized on the proxy ballot.
 - c. Proxy votes will be used for the purpose of determining the presence of a quorum.
 - d. To be valid the proxy must identify the person who will vote the proxy at the meeting. The designee may be made by name or by designating a specific officer of the association.
 - e. The proxy must be dated, and state the date, time and place of the meeting for which the proxy is given, and be signed by the voting member.
 - f. The proxy is revocable at any time.
 - g. Proxy holders may not designate substitutes to act in place of the proxy holder.
 - h. A copy of any properly executed proxy ballot must be received by the secretary of the Association prior to or at the meeting for which it is intended and in no case is a proxy valid for more than 90 days. The original proxy must be presented by the proxy holder at the time of the meeting or mailed to the management firm prior to the

- meeting. The proxy vote will not be counted unless the proxy holder is present at the meeting.
- i. A proxy may be used only at the meeting for which it was given.
- 9. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:
- a. Election of chairman; chairman's appointment of a recording secretary.
 - b. Calling of the roll.
 - c. Proof of notice of meeting or waiver of notice.
 - d. Reading and approval of prior annual meeting minutes.
 - e. Reports of officers.
 - f. Reports of committees.
 - g. Election of directors (if an annual meeting).
 - h. Unfinished business
 - i. New business
 - j. Adjournment.
10. Election of directors shall be conducted at the annual meeting of members.
- a. A nominating committee shall be appointed by the Board prior to the previous Board meeting.
 - b. The committee shall report nominees to the members concurrent with the notice of the annual meeting. Nominees must be current with all regular and special assessments and review and agree to carry out the duties of a board member as detailed in the by-laws.
 - c. Additional nominations for directors may be made from the floor as long as the nominations can be certified by the secretary as being qualified as referenced in section (b) and the nominees are agreeable to carrying out the duties of a board member as detailed in the by-laws. If, at the close of nominations, the number of nominees is equal to the number of positions up for election, the nominees are considered elected by general consent.
 - d. The election shall be by ballot (unless dispensed with by unanimous consent) and by a majority of the voting members present in person or by proxy.
 - e. Each person voting is entitled to cast one (1) vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
 - f. In a case where there are more nominees than positions, the persons with the greatest number of votes are elected.
11. The minutes of member's meetings will be presented to the Board for approval at the first regular Board meeting following the members' meeting, and then distributed to all members within forty five (45) days of the Board's meeting.

Article XII – Rules and Regulations

These Rules and Regulations are promulgated to inform owners, residents, and guests of the requirements of the Association. These Rules and Regulations have been officially adopted by the Board of Directors and in no way limit the application of requirements of the Declarations as recorded in the Public Record of Leon County, Florida.

1. All units shall be used and occupied solely and exclusively for single-family residential purposes. The total number of persons that can reside in any unit is limited as follows:
Two bedroom unit: four (4) individuals.
2. No alterations to the exterior of the units or erection of fences or change in the exterior color of the units, or removal of trees may be made without prior written approval of the Architectural Control Committee of the Willow Bend Homeowner's Association, Inc., provided, however, all fences shall be of uniform size and constructed of wood materials and shall be of uniform perimeter, said uniform perimeter to be measured from the

middle of fire wall to middle of fire wall to extend back of each unit a distance not to exceed the length of the shortest lot in the row of units in which the unit is located less than three (3) feet.

3. Storage buildings, after July 1, 2003, must be approved by the Architectural Committee as to size, location, color, etc.
4. Each individual unit owner shall be responsible for maintenance of the enclosed area of the unit, including the patio, screened areas, deck areas, and enclosed fenced areas outside of the unit; and also be responsible for maintenance of the exterior of the unit. Failure to maintain such areas are subject to correction and may include the Association making such corrections as necessary and assessing the homeowner for the cost. The Association shall be responsible for planting, replanting, and maintenance of landscaping grounds.
5. Each unit and adjacent grounds are impressed with an easement in favor of the Association for purposes of access, ingress, repair and maintenance of wiring and other utility installation servicing more than one unit, utilities, drainage, roads, trails, recreation, landscaping and other use deemed necessary by the Association.
6. No solicitation by residents or non-residents, whether of good, services, attendants, contributions or membership will be allowed. Posting of advertisements or display of posters shall not be allowed. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than two square feet, advertising the property for sale or rent.
7. Outside television antenna are not allowed; however, direct broadcast satellite's less than one (1) meter in diameter are allowed as long as they are placed in a place and a position not causing annoyance or disturbance to another unit owner. Placement of all satellite dishes must be approved in writing by the Architectural Control committee.
8. Unit residents shall not hang or display washing, clothing, bedcovers, linens or other like unsightly objects from windows, fences, hallways, or in any yard space, decks, patios and courtyards. Clotheslines are permitted as long as they are inside of a closed or fenced area to the rear of the unit and such line is retractable when not in use. In no case may clothes be left on a line overnight or be hung in the front of any unit.
9. Unit residents shall not play or permit to be played any device, electronic or manual, to include but not limited to musical instruments, radios, televisions, stereos, within or without a unit that can be heard within any other unit. All electronic devices producing noise, to include but not be limited to radios and stereo systems, are to be turned down upon entering the Association property. Failure to abide by this rule will result in the calling of the local law enforcement authorities in compliance with city noise ordinances. The giving of dancing or music lessons, vocal or instrumental, is prohibited.
10. All household garbage, refuse and recyclables are to be deposited only in the facilities designated for that purpose. All household garbage must be placed inside the dumpsters available. Garbage left outside units will be reported to the Health Department for citation and may be removed by the Association and the costs assessed to the member. Items other than regular household garbage may not be placed in dumpsters or left on curbs or beside the dumpsters. The resident must remove such articles from the property.
11. Unit residents, their families and guests, shall not operate or permit to be operated in the complex any motor cycles, motor bikes, mini bikes or other motor powered two or three wheeled vehicles or any other motor driven vehicle with loud muffler or mufflers. Motorized vehicles shall not be operated in any way to cause disturbance or danger to any resident or guest of the property to include driving over 10 mph.
12. Bicycles, tricycles, toys, recreational equipment, and building and maintenance materials, may not be left in the common areas, driveways, sidewalks or unenclosed yards. Bicycles and tricycles may be operated only in a manner, which does not cause a danger

to the rider or other residents and in no case may be left unattended. Items left unattended may be removed and disposed of by the Association with any cost incurred being assessed to the Homeowner.

13. Barbeque grills are permitted on patios or decks to the rear of the Unit and in any area designated by the board of directors. Barbeque grills are not permitted on balconies, or in any area, which might constitute a fire hazard. Barbeques grills must be attended while in use and until all fire hazard is extinguished. Barbeque grills are not permitted in common areas except with prior approval by the Board of Directors.
14. No window air-conditioning may be installed in any side of a building or in any window, and all exterior heating and/or air-conditioning compressors or other machinery shall be located to the rear of the unit and not be visible from the street. Placement, other than in the existing area, of any new or replacement equipment must be approved by the Architectural Control Committee.
15. No animals, livestock, horses or poultry of any kind shall be raised, bred, or kept on any lot in or on the private or common area of the unit, except that dogs and cats kept as household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and further provided that they are kept within the unit or enclosed patio area of the unit. Any resident may maintain no more than two (2) household pets. Caged animals such as birds or fish are not restricted as long as they do not cause a nuisance to any other resident and are not raised or bred for commercial purposes. Household pets outside of the unit or enclosed area must be on a leash and accompanied by the owner. Pets may not be tied up and left unattended in any unenclosed areas. The owner of the pet must remove pet waste from any common area. Failure to do so will result in the notification of animal control officers and/or health officials. Cleanup of pet waste from common areas will be assessed to the member. In no case shall a pet be allowed to cause any disturbance to another resident. Barking dogs are to be removed to the inside of the unit and quieted.
16. No gatherings or activities shall be carried on in any unit or on any common property which might constitute an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or common property to include, but not be limited to, parties for more persons that can park in allotted guest spaces and at which music or noise is generated that can be heard in any other unit; automobile maintenance or repair; and vehicle washing other than the resident's personal vehicles.
17. All types of firearms, including, but not limited to shotguns, rifles and pistols, are prohibited from being used, displayed or carried on the properties except as detailed in Florida Statue 790.6. Firearms may be kept inside the unit for protection purposes only. Hunting of any type, or discharge of firearms or fireworks, including pellet guns or B-B guns, is prohibited on the properties covered by these covenants as well as any property owned or maintained by the association.
18. Owners shall provide paved parking in front of their unit for all vehicles of residents of that unit, but in no case shall such paved area exceed 20' in width. The number of vehicles permitted to be parked in the paved parking area of each unit shall not exceed the number of bedrooms or the number of spaces in front of the unit, whichever is less. Any enlargement of current parking space must receive the prior approval of the Architectural Control Committee.
 - a. Common parking areas are provided for guests of residents and no vehicles shall be left in a common parking area for more than 48 hours without prior approval by the board. Resident or guest vehicles parked in a common parking area overnight for more than two days are subject to towing. Moving a vehicle and returning to another or the same visitor space will not protect from towing.

- b. Boats or other recreational vehicles may only be parked in the paved spaces in front of the unit and are included in the count of vehicles allowed for any unit.
 - c. Any vehicle parked in an area designated as no parking or not in compliance with any of the parking regulations stated in this document may be towed at the vehicle owner's expense in accordance with local laws and Association rules. All unpaved areas are no parking areas.
19. Damage to any common area by residents or their guests will be assessed to the owner of the unit.
20. Fines may be assessed against any member who violates any association rules. Fines will be assessed in the amount of \$100 with an additional \$100 per day assessed for any continuing violation up to a maximum of \$1,000 per violation. Fines will be levied only upon the majority vote of the Board of Directors and after members have been given notice of the infraction and have failed to correct the violation. Members will be responsible for the payment of any fines levied due to violation of rules by any tenant or guest of a unit.
21. No use of alcoholic beverages, nudity or profanity is allowed in driveways or any common area of the unit property.
22. In adopting these Rules, the Board of Directors directs that members shall be responsible for adherence to these Rules and Regulations and shall be liable for all costs and fees associated with any violation of these Rules. Members are responsible for providing these Rules to renters and guests.

Article XIII – Rental, Lease and Sale Procedures

1. Upon transfer of membership (Article IV) the "Willow Bend Homeowners Association Sale Information" form included with these by-laws will be completed and along with a copy of the deed conveying the property, be submitted to the Association within 10 days of the transfer of property. Closing agents are to contact the Association to determine that assessments are current and if they are not, payment for the past due assessments must be transmitted with the sale information. Any liens filed by the Association on a unit being transferred must be paid prior to or at the closing of the sale of the property.
2. Upon rental or lease of units, the "Willow Bend Rental Information" form included with these by-laws will be completed and submitted to the Association within 14 days of the execution of the rental agreement.

Willow Bend Homeowner's Association Sale Information

Return to: Willow Bend Homeowner's Association, Inc.

P.O. Box 13089, Tallahassee, FL 32317

For Information: Voice Mail Box: (850) 878-3134

Fax: (850) 878-1291

Email: ems-rac@nettally.com

Please contact the Association to ensure that all assessments are current.

Prior to transfer:

Owner of Record: _____ Unit # _____

New Mailing Address: _____

Telephone: _____ (home) _____ (work)

Email: _____

New

Owner of Record: _____ Unit # _____

Mailing Address: _____

Telephone: _____ (home) _____ (work)

Email: _____

I will occupy the unit: _____ (yes) _____ (no)

If you at any time have non/owner adult residents occupying your property, please complete the Rental Information form included in the By-Laws of the Association.

of bedrooms: _____ # of occupants: _____ (not to exceed two per bedroom.)

of vehicles _____; not to exceed number of bedrooms or paved spaces for unit; **whichever is less.**

I have received a copy of the By-Laws of the Association, which include the rules, and regulations of the Association and I will adhere to and enforce all Association rules and by-laws now in force and any additions or changes made by the Association in the future. I have been informed that the annual assessment on this property is \$_____ payable on the first day of the quarter in installments of \$_____ per quarter. I agree to pay all annual and special assessments in accordance with the governing documents of the Association.

(All persons on the deed must sign)

Witnesses:

New Owner of Record

New Owner of Record

Return this form to the Association within fourteen (14) days of the transfer of the property, along with a copy of the deed transferring ownership and any assessments due and payable on the date of transfer.

Willow Bend Homeowner's Association Rental Information

Must be completed for any non-resident occupant of a unit with or without rental or lease agreement.

Return to: Willow Bend Homeowner's Association, Inc.
P.O. 13089, Tallahassee, FL 32317

For Information: Voice Mail Box: (850) 878-3134
Fax: (850) 878-1291
Email: ems-rac@nettally.com

Owner of Record: _____ Unit # _____

Mailing Address: _____

Telephone: _____ (home) _____ (work)

Email: _____

Names of persons signing lease/ rental agreement:

Telephone: _____ (home) _____ (work)

of bedrooms: _____ # of occupants _____; not to exceed two per bedroom.

of vehicles _____; not to exceed number of bedrooms or paved spaces for unit; **whichever is less.**

_____ The rules and regulations of the association have been made a part of the lease/rental agreement entered into;

_____ There is no rental or lease agreement in force; however, the rules and regulations have been communicated to all non-owner residents of my property.

As the owner of the property,

I will adhere to and enforce all VSHA rules now in force and any additions or changes made by the Association.

Witnesses:

Owner of Record/Landlord

Article XIV – Amendments

1. These By-Laws may be amended by the Board of Directors on behalf of the members. Amendments should preserve the focus of the Association to serve the members and must be approved by the majority of the Board members present at a duly noticed meeting for which there is a quorum.
2. Notice of any board or committee meeting at which any amendment to the By-Laws will be discussed or be voted on, shall be provided to all members not less than ten (10) days prior to the date of that committee or Board meeting. Any member may review the proposed changes by contacting the Association by mail, voice mail or e-mail.
3. Amended By-Laws will be mailed to all owners by first class mail to their address of record within thirty (30) days of the action with no charges.

Article XV – Amendments to Declaration

1. Amendments to the Declaration of Restrictions may be made by a 21 majority vote of members at an annual or special meeting. The presence of members, or of proxies, entitled to cast votes of the membership shall constitute a quorum (21 eligible votes or proxies).
2. Notice of an amendment shall be provided to the members concurrent with the notice of the meeting at which the amendment shall be put. Notice shall be given no less than thirty (30) days before the meeting, and in the manner specified in Article VI, Section 4.
3. Amendments to the Declaration will be recorded in the public records within thirty (30) days of the action and a copy will be sent to all owners by first class mail to their address of record.

These by-laws were adopted on July 21, 2003 at a duly noticed meeting of the Board of Directors.

By-laws change adopted on February 11, 2004. Final operating copy.