

PREPARED BY AND RETURN TO:  
James E. Bedsole, Esq.  
2450 Old Moultrie Road, Suite 104  
St. Augustine, FL 32084

**NOTICE OF PRESERVATION OF THE DECLARATION OF COVENANTS  
AND RESTRICTIONS AND NOTICE OF PROVISIONS OF  
THE WILLOW WALK HOMEOWNERS ASSOCIATION, INC.,  
UNDER THE MARKETABLE RECORD TITLE ACT**

WILLOW WALK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), as a homeowners association subject to Chapter 720, Florida Statutes. The Association hereby certifies that preservation of the covenants and restrictions affecting the land identified hereinafter has been approved by a two-thirds (2/3) vote of the Association's Board of Directors at a meeting at which a quorum of the Board was present, prior to which the Statement of Marketable Title Action (the "Statement") was mailed or hand delivered to the members and/or lot owners of the Association, along with due notice of the time and place of said meeting. The Association hereby preserves the covenants and restrictions imposed on the land affected by filing this Marketable Record Title Act Notice (the "Notice") as follows:

1. **Association:**

The name and post office address of the Association desiring to preserve the covenants and restrictions is: Willow Walk Homeowners Association, Inc., 609 Willow Walk Place, St. Augustine, FL 32086.

2. **Affidavit of Mailing or Hand Delivery of Statement of Marketable Title Action:**

The Affidavit of an appropriate member of the Board of Directors of the Association (the "Board") affirming that the Board caused the Statement to be mailed or hand delivered to the members/lot owners of the Association at least seven (7) days prior to the meeting of the Board, at which at least two-thirds (2/3) of the members of the Board voted to approve the preservation of covenants and restrictions as set forth in this notice, is attached hereto as Exhibit 1 with the Statement attached thereto as Exhibit A.

3. **Land Affected:**

The legal description of the land affected by this notice and subject to the covenants and restrictions (the "Land") is set forth on the plats filed in the public records of St. Johns County, Florida (the "Plats") as follows:

<u>Plats</u>	<u>Plat Book</u>	<u>Pages</u>
Willow Walk Unit One	20	12-13
Willow Walk Unit Two Phase One	22	10-12
Willow Walk Unit Two Phase Two	22	94-95
Willow Walk Unit Three	24	61-63

Copies of the Plats are attached hereto as Composite Exhibit 2.

4. **Covenants and Restrictions being preserved which affect the Land:**

The covenants and restrictions being preserved are set forth in the governing documents of the Association (the Governing Documents"). Copies of the Governing Documents containing the covenants and restrictions being preserved are recorded in the public records of St. Johns County, Florida, as follows:

<u>Document</u>	<u>O.R. Book</u>	<u>Pages</u>
Declaration of Covenants and Restrictions and Notice of Provisions of the Willow Walk Homeowners Association, Inc.	734	1768-1811

Copies of the Governing Documents need not be attached hereto pursuant to §712.06(1)(e).

By and through its undersigned authorized representative and pursuant to Chapter 712, Florida Statutes, the Association does hereby preserve and extend for the maximum duration permitted by law the covenants and restrictions imposed on the Land affected by this notice.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 24th day of January, 2017.

Signed, Sealed and Delivered  
in the presence of:

John M. Winters  
Witness  
John M. Winters  
Printed Name of Witness

Rita B. Gallegos  
Witness  
Rita B. Gallegos  
Printed Name of Witness

WILLOW WALK HOMEOWNERS  
ASSOCIATION, INC.

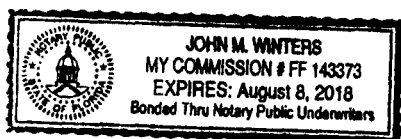
By: Lucy Muraca  
LUCY MURACA, PRESIDENT  
Printed Name and Title

Attest: KENNETH D. RAKOWSKA  
TREASURER  
Printed Name and Title

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

Sworn to and subscribed before me by Lucy Muraca on this 24th day of January, 2017, who is \_\_\_\_\_ personally known to me or produced Florida driver license as identification.

(Seal)

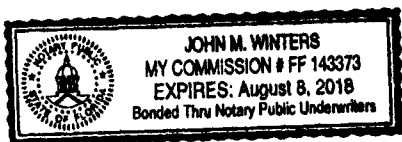



John M. Winters  
Notary Public: State of Florida  
John M. Winters  
(Printed Name of Notary)  
Commission Expires: 08/08/2018

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

Sworn to and subscribed before me by Kenneth D. Rakouska on this 24th day  
of January, 2017, who is \_\_\_\_\_ personally known to me or produced  
Florida driver license as identification.

(Seal)



  
\_\_\_\_\_  
Notary Public: State of Florida  
John M. Winters  
(Printed Name of Notary)  
Commission Expires: 08/08/2018

**EXHIBIT 1****AFFIDAVIT OF MAILING OR HAND DELIVERY  
OF STATEMENT OF MARKETABLE TITLE ACTION**STATE OF FLORIDA  
COUNTY OF ST. JOHNS

Before me the undersigned authority on this date personally appeared  
Lucy Muraca, who after being duly sworn, deposes and says:

1. Affiant is the President of Willow Walk Homeowners Association, Inc. (the "Association"), is an appropriate member of the Board of Directors of the Association (the "Board") to execute the Affidavit on behalf of the Association and has personal knowledge of all matters set forth herein.

2. Affiant affirms that notice of the meeting of the Board at which the Board was to decide whether to approve preservation of covenants and restrictions set forth in certain documents was furnished to the members and/or lot owners by mail or hand delivery not less than seven (7) days prior to the date of such meeting. The notice of the meeting of the Board stated the time and place of the meeting and had attached thereto a copy of a document identified as the State of Marketable Title Action (the "Statement") which the Board was to consider for approval.

3. Affiant affirms that attached to this Affidavit as Exhibit A is a copy of the form of the Statement which was mailed or hand delivered to members and/or lot owners of the Association as an attachment to the Notice of the meeting of the Board.

FURTHER AFFIANT SAYETH NOT.

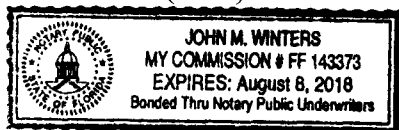
Lucy Muraca

LUCY MURACA

Printed Name

Sworn to and subscribed before me by Lucy Muraca on this  
24th day of January, 2017, who is            personally known to me or produced  
Florida driver licenses as identification.

(Seal)



John M. Winters

Notary Public: State of Florida

John M. Winters

(Printed Name of Notary)

Commission Expires: 08/08/2018

**NOTICE OF SPECIAL MEETING OF BOARD OF DIRECTORS  
FOR PRESERVATION OF COVENANTS AND RESTRICTIONS  
UNDER MARKETABLE RECORD TITLE ACT**

TO ALL ASSOCIATION MEMBERS:

The Board of Directors of Willow Walk Homeowners Association, Inc., will hold a special meeting on January 17, 2017, at 7:00 p.m. A.M./P.M. at the 3277 Turtle Creek Rd. St. Augustine FL located at -. The sole agenda at the special meeting of the Board of Directors will be a vote on preservation of recorded covenants and restrictions in accordance with the Marketable Record Title Act. The following is the Statement of Marketable Title Action that will be considered and adopted by the Board:

**STATEMENT OF MARKETABLE TITLE ACTION**

The WILLOW WALK HOMEOWNERS ASSOCIATION, INC. (the "Association"), has taken action to ensure that the Declaration of Covenants and Restrictions and Notice of Provisions of the Willow Walk Homeowners Association, Inc., recorded in Official Records Book 734, Page 1768, of the public records of St. Johns County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of St. Johns County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

Dated January 1, 2017

WILLOW WALK HOMEOWNERS  
ASSOCIATION, INC.

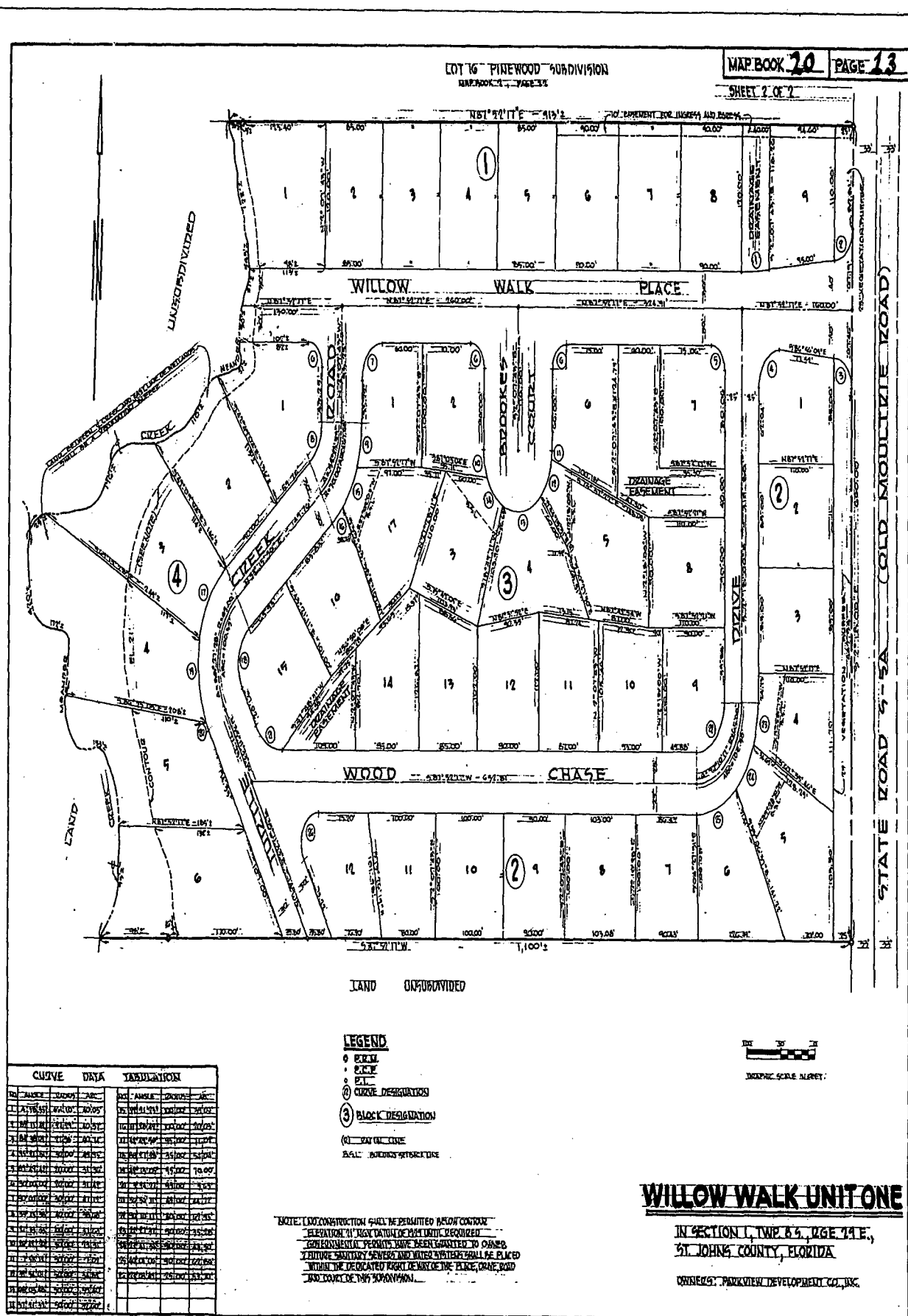
By: Lucy Muraca

Lucy Muraca, President

Printed Name and Title

EXHIBIT A





11/2/2015

Landmark Web Official Records Search

**NOTICE**

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SHEET 1 OF 3

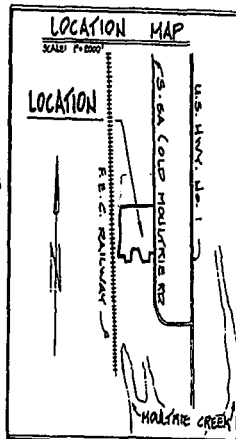
MAP BOOK 22

PAGE 10

**CAPTION**

A PARCEL OF LAND IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, CONTAINING 12.36 ACRES MORE OR LESS AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 1 WITH THE WEST RIGHT OF WAY LINE OF STATE ROAD NO. 56A (OLD MAINTENANCE ROAD); THENCE SOUTH 2 DEGREES 18 MINUTES 00 SECONDS EAST, ON SAID RIGHT OF WAY LINE OF ROAD, 1660.00 FEET TO THE POINT OF BEGINNING; AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUING SOUTH 2 DEGREES 18 MINUTES 00 SECONDS EAST, ON SAID WEST RIGHT OF WAY LINE OF ROAD, 624.45 FEET; THENCE SOUTH 8 DEGREES 52 MINUTES 17 SECONDS WEST 135.00 FEET; THENCE SOUTH 2 DEGREES 18 MINUTES 00 SECONDS EAST 35.40 FEET; THENCE SOUTH 87 DEGREES 42 MINUTES 00 SECONDS WEST 50.00 FEET; THENCE SOUTH 87 DEGREES 42 MINUTES 17 SECONDS WEST 90.54 FEET; THENCE NORTH 13 DEGREES 17 MINUTES 09 SECONDS WEST 112.60 FEET; THENCE SOUTH 87 DEGREES 52 MINUTES 17 SECONDS WEST 271.00 FEET; THENCE SOUTH 07 DEGREES 31 MINUTES 31 SECONDS EAST 79.00 FEET; THENCE SOUTH 87 DEGREES 52 MINUTES 17 SECONDS WEST 120.00 FEET; THENCE SOUTH 82 DEGREES 27 MINUTES 01 SECOND WEST 50.00 FEET; THENCE NORTH 07 DEGREES 32 MINUTES 59 SECONDS WEST 44.87 FEET; THENCE SOUTH 80 DEGREES 35 MINUTES 57 SECONDS WEST 170 FEET MORE OR LESS TO THE CENTER OF A CREEK; THENCE MEANDERING NORTHERLY, ON SAID CENTER OF CREEK, 1.35 FEET MORE OR LESS; THENCE NORTH 87 DEGREES 52 MINUTES 17 SECONDS EAST, ON THE SOUTH LINE OF WILLOW WALK UNIT ONE, IS RECORDED IN MAP BOOK 20, PAGES 12 AND 13, PUBLIC RECORDS OF SAID COUNTY, 1,100 FEET MORE OR LESS TO THE POINT OF BEGINNING.



THIS IS TO CERTIFY THAT ON THIS 27<sup>TH</sup> DAY OF May, 1988, THE FOREGOING PLAT WAS APPROVED AND ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA. THIS ACCEPTANCE OF THE DEDICATED AREAS SHALL NOT BE DEEMED AN ACCEPTANCE REQUIRING CONSTRUCTION OR MAINTENANCE ON THOSE AREAS BY THE COUNTY.

BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA

*James O. Haddley*  
ITS CHAIRMAN

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 171, FLORIDA STATUTES, AND WAS FILED FOR RECORD IN MAP BOOK 22, PAGES 12-13, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, THIS 27<sup>TH</sup> DAY OF May, 1988.

*Charles M. Haddley*  
CLERK OF THE COUNTY COURT AND FOR  
ST. JOHNS COUNTY, FLORIDA

**JOINDER AND CONSENT**

THE UNDERSIGNED HEREBY CERTIFIES THAT HE IS THE HOLDER OF A SECOND MORTGAGE UPON THE ABOVE DESCRIBED PROPERTY TO BE KNOWN AS WILLOW WALK UNIT TWO, PHASE ONE AND THE UNDERSIGNED HEREBY JOINS IN AND CONSENTS TO THE ADOPTION OF THIS SURVEY AND PLAT OF SAID LANDS AS THE TRUE AND CORRECT PLAT OF SAID LANDS HEREAFTER KNOWN AS WILLOW WALK UNIT TWO, PHASE ONE AND DOES HEREBY DEDICATE THE ROAD, DRIVE AND STREET SHOWN HEREON TO ST. JOHNS COUNTY, FLORIDA.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

*William F. Rithman*  
WITNESS

*Elizabeth Lopez*  
WITNESS

*Russell A. Green*  
RUSSELL A. GREEN

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

THE FOREGOING JOINDER AND CONSENT TO ADOPTION AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS MAY 9, 1988 BY RUSSELL A. GREEN

*William F. Rithman*  
NOTARY PUBLIC, STATE OF FLORIDA, MY  
MY COMMISSION EXPIRES: 5/23/91

**NOTE**

FUTURE SANITARY SEWER, WATER SYSTEMS AND CABLE TELEVISION SERVICE MAY BE PLACED WITHIN THE DEDICATED RIGHTS OF WAYS OF THE STREET, DRIVE AND ROAD OF THIS SUBDIVISION.

**PLANNING DEPARTMENT**

THE ST. JOHNS COUNTY PLANNING DEPARTMENT HEREBY APPROVES THE FINAL PLAT FOR WILLOW WALK UNIT TWO, PHASE ONE THIS 25 DAY OF MAY, 1988.

ST. JOHNS COUNTY PLANNING DEPARTMENT

*[Signature]*

**ZONING DEPARTMENT**

THE ST. JOHNS COUNTY ZONING DEPARTMENT HEREBY APPROVES THE FINAL PLAT FOR WILLOW WALK UNIT TWO, PHASE ONE THIS 25 DAY OF MAY, 1988.

ST. JOHNS COUNTY ZONING DEPARTMENT

*[Signature]*

**COUNTY ATTORNEY**

THIS PLAT EXAMINED AND APPROVED BY THE ATTORNEY FOR ST. JOHNS COUNTY, FLORIDA, ON THIS 25 DAY OF MAY, 1988.

ST. JOHNS COUNTY ATTORNEY

*[Signature]*

**SURVEYOR'S CERTIFICATE**

THE UNDERSIGNED, BEING CURRENTLY LICENSED AND REGISTERED BY THE STATE OF FLORIDA AS A LAND SURVEYOR, DOES HEREBY CERTIFY THAT HE HAS COMPLETED THE SURVEY OF THE LANDS AS SHOWN ON THE FOREGOING PLAT, THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER HIS RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 171, FLORIDA STATUTES, AS AMENDED.

*[Signature]*  
LORREN M. JONES  
FLORIDA REGISTERED SURVEYOR NO. 894  
EXPIRATION DATE: 11/25/88

THE FOREGOING ADOPTION AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS MAY 9, 1988 BY EDWARD L. BROWHARD, THE PRESIDENT AND BY DEBRA K. COLLARD, THE SECRETARY OF PARKVIEW DEVELOPMENT CORP., INC. A FLORIDA CORPORATION AS GENERAL PARTNER OF WILLOW WALK, A FLORIDA LIMITED PARTNERSHIP ON BEHALF OF THE CORPORATION AND PARTNERSHIP

*William F. Rithman*  
NOTARY PUBLIC, STATE OF FLORIDA, MY  
MY COMMISSION EXPIRES: 5/23/91

**WILLOW WALK UNIT TWO  
PHASE ONE**

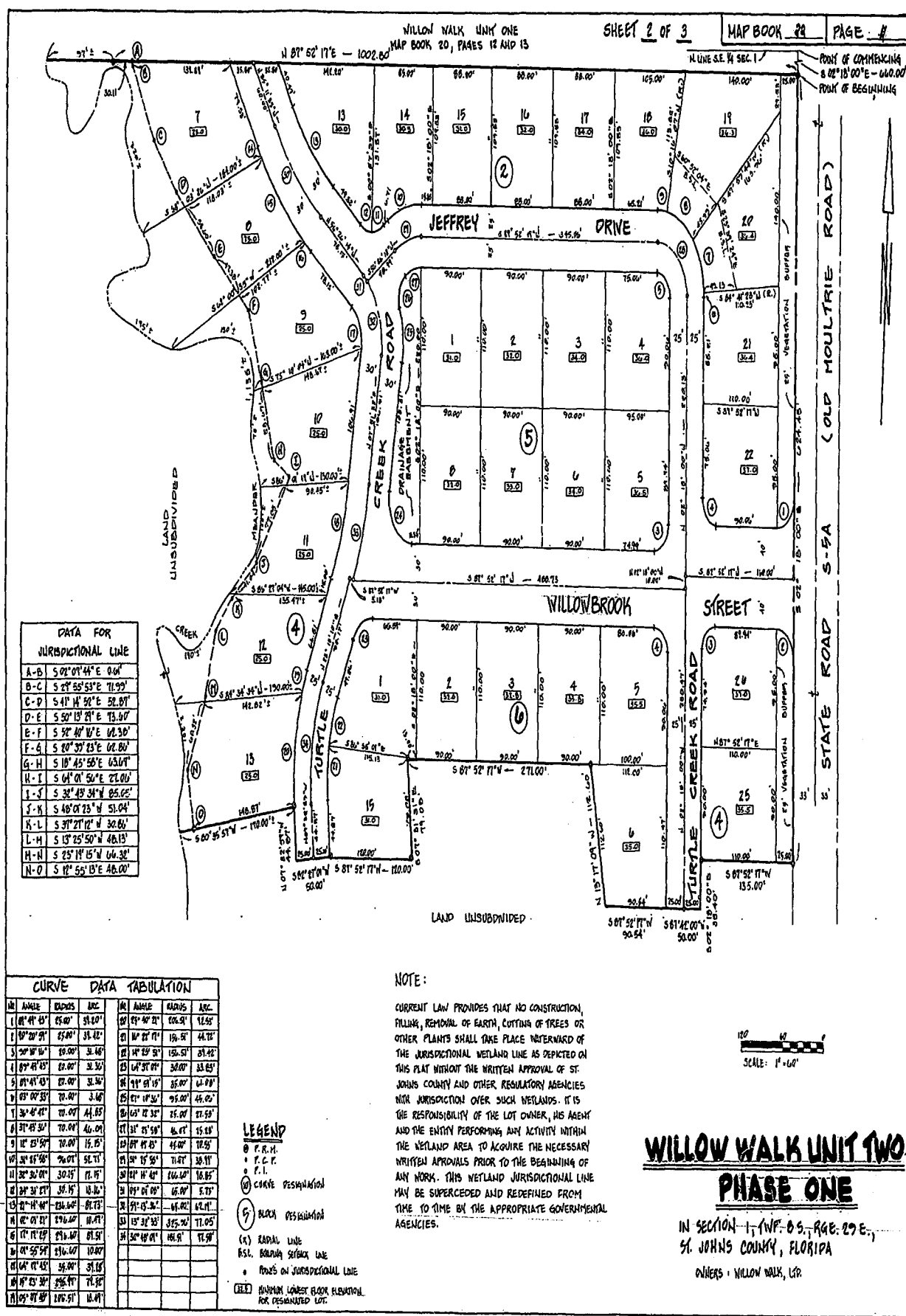
IN SECTION 1, TWP. 8S, RGE. 29 E,  
ST. JOHNS COUNTY, FLORIDA

OWNERS: WILLOW WALK, LTD.



11/2/2015

## Landmark Web Official Records Search



11/2/2015

Landmark Web Official Records Search

SHEET 3 OF 3

MAP BOOK 11

PAGE 11

JOINDER AND CONSENT

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A FIRST MORTGAGE UPON THE ABOVE DESCRIBED PROPERTY TO BE KNOWN AS WILLOW WALK UNIT TWO, PHASE ONE, AND THAT THE UNDERSIGNED HEREBY JOINTLY AND SEVERALLY CONSENTS TO THE ADOPTION OF THE SURVEY AND PLAT MAPS, PLAT MAPS, WHICH IS PROVIDED IN OFFICIAL RECORDS BOOK 181 PAGE 187 PUBLIC RECORDS OF ST. JOHN COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE ABOVE ADOPTION.

SIGNED, SEALED, AND DELIVERED  
IN THE PRESENCE OF:

FLORIDA NATIONAL BANK

*[Signature]*  
WITNESS:

BY:

*Mary Holtz*  
WITNESS:

ELLEN COLE, PRESIDENT

ATTEST:

JOYCE A. HODGINS, ASST. VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF ST. JOHN

THE FOREGOING JOINDER AND CONSENT TO ADOPTION AND REPLETION WAS  
ACKNOWLEDGED BEFORE ME THIS MAY - 9 1985, BY ELLEN COLE,  
PRESIDENT, AND JOYCE A. HODGINS, ASST. VICE PRESIDENT, OF FLORIDA  
NATIONAL BANK, A FLORIDA CORPORATION, IN BEHALF OF THE CORPORATION.

*William F. R. [Signature]*  
NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE  
MY COMMISSION EXPIRES: 5/23/91

**WILLOW WALK UNIT TWO**  
**PHASE ONE**

IN SECTION 1, TWP. 8S., RGE. 29E.,  
ST. JOHN COUNTY, FLORIDA

OWNERS: WILLOW WALK, LTD.

11/2/2015

Landmark Web Official Records Search

MAP BOOK 28 PAGE 94

SHEET 1 OF 2

**PLANNING DEPARTMENT**

THE ST. JOHNS COUNTY PLANNING DEPARTMENT HEREBY APPROVES  
THE FINAL PLAT FOR WILLOW WALK UNIT TWO, PHASE TWO THIS 22  
DAY OF November, 1988.

ST. JOHNS COUNTY PLANNING DEPARTMENT

**ZONING DEPARTMENT**

THE ST. JOHNS COUNTY ZONING DEPARTMENT HEREBY APPROVES  
THE FINAL PLAT FOR WILLOW WALK UNIT TWO, PHASE TWO THIS 22  
DAY OF November, 1988.

ST. JOHNS COUNTY ZONING DEPARTMENT

**COUNTY ATTORNEY**

THIS PLAT EXAMINED AND APPROVED BY THE ATTORNEY FOR  
ST. JOHNS COUNTY, FLORIDA, ON THIS 22 DAY OF November  
1988.

ST. JOHNS COUNTY ATTORNEY

THIS IS TO CERTIFY THAT ON THIS 22 DAY OF November, 1988  
THE FOREGOING PLAT WAS APPROVED AND ACCEPTED BY THE BOARD  
OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THIS  
ACCEPTANCE OF THE DEDICATED AREAS SHALL NOT BE DEEMED AN  
ACCEPTANCE REQUIRING CONSTRUCTION OR MAINTENANCE ON THOSE  
AREAS BY THE COUNTY.

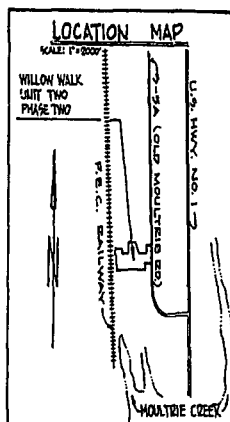
BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA

BY: Way W. Weller  
ITS CHAIRMAN

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT  
AND FIND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF  
CHAPTER 171, FLORIDA STATUTES, AND WAS FILED FOR RECORD IN  
MAP BOOK 28, PAGES 94 AND 95 OF THE PUBLIC RECORDS OF ST.  
JOHNS COUNTY, FLORIDA, THIS 22 DAY OF November, 1988.

CLERK OF THE COUNTY COURT IN AND FOR  
ST. JOHNS COUNTY, FLORIDA**SURVEYOR'S CERTIFICATE**

THE UNDERSIGNED BEING CURRENTLY LICENSED AND REGISTERED  
BY THE STATE OF FLORIDA AS A LAND SURVEYOR, DOES HEREBY  
CERTIFY THAT HE HAS COMPLETED THE SURVEY OF THE LANDS AS  
SHOWN ON THE FOREGOING PLAT, THAT SAID PLAT IS A TRUE AND  
CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE  
SURVEY WAS MADE UNDER HIS RESPONSIBLE DIRECTION AND  
SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL THE  
REQUIREMENTS OF CHAPTER 171, FLORIDA STATUTES, AS AMENDED.

LUREN H. JONES  
FLORIDA REGISTERED SURVEYOR NO. 834  
AUGUST 15, 1986**CAPTION**

A PARCEL OF LAND IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF  
SECTION 1, TOWNSHIP 8 SOUTH, RANGE 29 EAST AND IN THE NORTH HALF OF  
THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER  
OF SAID SECTION 1, ST. JOHNS COUNTY, FLORIDA, CONTAINING 7.10 ACRES  
MORE OR LESS AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTHEAST  
QUARTER OF SECTION 1 WITH THE WEST RIGHT OF WAY LINE OF STATE ROAD  
NO. 5-9A (OLD MOUTRIE ROAD); THENCE SOUTH 2 DEGREES 18 MINUTES  
00 SECONDS EAST, ON SAID RIGHT OF WAY LINE OF ROAD, 1,484.45 FEET TO  
THE POINT OF BEGINNING AT THE WESTWEST CORNER OF THE HEREIN  
DESCRIBED PARCEL OF LAND AND AT THE SOUTHWEST CORNER OF WILLOW WALK  
UNIT TWO, PHASE ONE, AS RECORDED IN MAP BOOK 22, PAGES 1411 AND 14,  
PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE CONTINUING SOUTH  
2 DEGREES 18 MINUTES 00 SECONDS EAST, ON SAID WEST RIGHT OF WAY LINE  
OF ROAD, 269.08 FEET; THENCE SOUTH 88 DEGREES 03 MINUTES 00 SECONDS  
WEST, ON A LINE 100 FEET NORTH OF THE SOUTH LINE OF SAID NORTH HALF  
OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST  
QUARTER OF SECTION 1, A DISTANCE OF 200.00 FEET; THENCE SOUTH 88  
DEGREES 03 MINUTES 00 SECONDS EAST 100.00 FEET; THENCE SOUTH 88  
DEGREES 03 MINUTES 00 SECONDS WEST, ON SAID SOUTH LINE OF THE NORTH  
HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST  
QUARTER OF SECTION 1, A DISTANCE OF 601 FEET MORE OR LESS TO THE  
CENTER OF A CREEK; THENCE MEANDERING NORTHEAST, ON SAID CENTER OF  
CREEK, 440 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF LOT 13,  
BLOCK 4, OF SAID WILLOW WALK UNIT TWO, PHASE ONE; THENCE ON THE SOUTHERLY  
LINE OF SAID WILLOW WALK UNIT TWO, PHASE ONE, THE FOLLOWING BEARINGS  
AND DISTANCES: NORTH 80 DEGREES 35 MINUTES 21 SECONDS EAST 170 FEET  
MORE OR LESS; THENCE SOUTH 7 DEGREES 34 MINUTES 51 SECONDS EAST  
44.81 FEET; THENCE NORTH 8 DEGREES 51 MINUTES 01 SECONDS EAST 50.00  
FEET; THENCE NORTH 81 DEGREES 52 MINUTES 11 SECONDS WEST 120.00  
FEET; THENCE NORTH 7 DEGREES 31 MINUTES 31 SECONDS WEST 79.08 FEET;  
THENCE NORTH 81 DEGREES 51 MINUTES 11 SECONDS EAST 271.00 FEET; THENCE  
SOUTH 19 DEGREES 11 MINUTES 09 SECONDS EAST 114.60 FEET; THENCE  
NORTH 81 DEGREES 52 MINUTES 11 SECONDS EAST 90.54 FEET; THENCE  
NORTH 81 DEGREES 42 MINUTES 00 SECONDS EAST 50.00 FEET; THENCE  
NORTH 2 DEGREES 18 MINUTES 00 SECONDS WEST 35.40 FEET; THENCE  
NORTH 81 DEGREES 51 MINUTES 11 SECONDS EAST 135.00 FEET TO THE  
POINT OF BEGINNING.

**ADOPTION - DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED BEING  
THE SOLE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE  
FOREGOING CAPTION TO THIS PLAT, DOES HEREBY ADOPT THIS SURVEY  
AND PLAT OF SAID LANDS AS THE TRUE AND CORRECT PLAT OF SAID  
LANDS HEREFTER KNOWN AS WILLOW WALK UNIT TWO, PHASE TWO AND  
DOES HEREBY DEDICATE THE COURT AND ROAD SHOWN HEREON TO  
ST. JOHNS COUNTY, FLORIDA.

IN WITNESS WHEREOF THE UNDERSIGNED HEREBY SETS THEIR HAND  
AND SEAL ON NOVEMBER 16, 1988.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:PARKVIEW DEVELOPMENT CORP. INC.  
AS GENERAL PARTNER, WILLOW WALK  
UNIT TWO



BY: Edward L. Burkhardt  
ITS PRESIDENT

ATTEST: Debra K. Collard  
ITS SECRETARYSTATE OF FLORIDA  
COUNTY OF ST. JOHNS

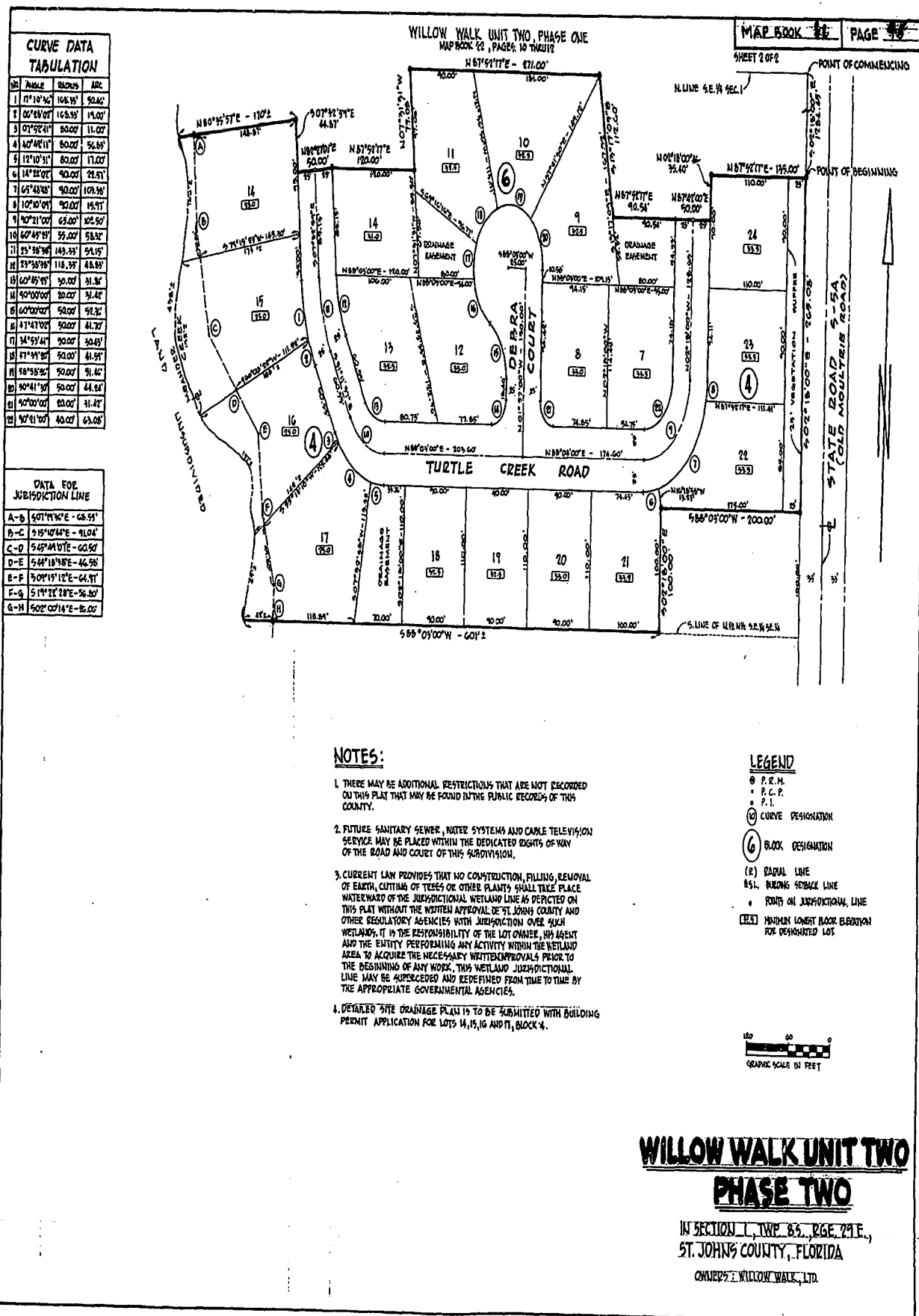
THE FOREGOING ADOPTION AND DEDICATION WAS ACKNOWLEDGED BEFORE  
ME THIS NOVEMBER 16, 1988 BY EDWARD L. BURKHARDT, THE PRESIDENT  
AND BY DEBRA K. COLLARD, THE SECRETARY OF PARKVIEW DEVELOPMENT  
CORP., INC., A FLORIDA CORPORATION AS GENERAL PARTNER OF WILLOW  
WALK, LTD., A FLORIDA LIMITED PARTNERSHIP ON BEHALF OF THE  
CORPORATION AND PARTNERSHIP.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES: MARCH 23, 1991**WILLOW WALK UNIT TWO  
PHASE TWO**IN SECTION 1, TWP. 8S, RGE. 29 E.,  
ST. JOHNS COUNTY, FLORIDA

OWNERS: WILLOW WALK, LTD.

11/2/2015.

Landmark Web Official Records Search



11/2/2015

Landmark Web Official Records Search

MAP BOOK 24 PAGE 61

SHEET 1 OF 3

**PLANNING DEPARTMENT**

THE ST. JOHNS COUNTY PLANNING DEPARTMENT HEREBY APPROVES  
THE FINAL PLAT FOR WILLOW WALK UNIT THREE, THIS 13TH  
DAY OF JUNE, 1990.

ST. JOHNS COUNTY PLANNING DEPARTMENT

*[Signature]*

**ZONING DEPARTMENT**

THE ST. JOHNS COUNTY ZONING DEPARTMENT HEREBY APPROVES  
THE FINAL PLAT FOR WILLOW WALK UNIT THREE, THIS 13TH  
DAY OF JUNE, 1990.

ST. JOHNS COUNTY ZONING DEPARTMENT

*[Signature]*

**COUNTY ATTORNEY**

THIS PLAT EXAMINED AND APPROVED BY THE ATTORNEY FOR  
ST. JOHNS COUNTY, FLORIDA, ON THIS 13TH DAY OF JUNE,  
1990.

ST. JOHNS COUNTY ATTORNEY

*[Signature]*

THIS IS TO CERTIFY THAT ON THIS 13TH DAY OF JUNE, 1990  
THE FOREGOING PLAT WAS APPROVED AND ACCEPTED BY THE BOARD  
OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA. THIS  
ACCEPTANCE OF THE DEDICATED AREAS SHALL NOT BE DEEMED AN  
ACCEPTANCE REQUIRING CONSTRUCTION OR MAINTENANCE ON THOSE  
AREAS BY THE COUNTY.

BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA

By: *[Signature]*  
CHAIRMAN

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT  
AND FIND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF  
CHAPTER 171, FLORIDA STATUTES, AND WAS FILED FOR RECORD IN  
MAP BOOK 24, PAGES 61-62, OF THE PUBLIC RECORDS OF  
ST. JOHNS COUNTY, FLORIDA, THIS DAY OF JUNE, 1990.

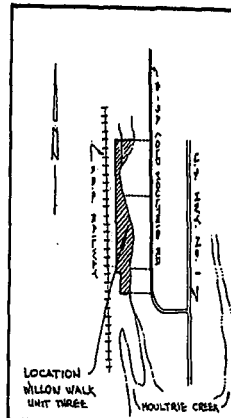


*[Signature]*  
CLERK OF THE CIRCUIT COURT IN AND FOR  
ST. JOHNS COUNTY, FLORIDA

**SURVEYOR'S CERTIFICATE**

THE UNDERSIGNED BEING CURRENTLY LICENSED AND RE-REGISTERED  
BY THE STATE OF FLORIDA AS A LAND SURVEYOR, DOES HEREBY  
CERTIFY THAT HE HAS COMPLETED THE SURVEY OF THE LANDS AS  
SHOWN ON THE FOREGOING PLAT, THAT SAID PLAT IS A TRUE AND  
CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE  
SURVEY WAS MADE UNDER HIS RESPONSIBLE DIRECTION AND  
SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL  
THE REQUIREMENTS OF CHAPTER 171, FLORIDA STATUTES,  
AS AMENDED.

*[Signature]*  
LORREN JONES  
FLORIDA REGISTERED SURVEYOR NO. 894  
APRIL 6, 1990

**LOCATION MAP****CAPTION**

A PARCEL OF LAND IN THE NORTH HALF OF THE SOUTHEAST QUARTER  
OF SECTION 1, TOWNSHIP 8 SOUTH, RANGE 14 EAST AND IN THE  
NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE  
SOUTHEAST QUARTER OF SAID SECTION 1, ST. JOHNS COUNTY,  
FLORIDA, CONTAINING 15.63 ACRES MORE OR LESS AND BEING  
MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTH HALF OF  
THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST  
QUARTER OF SECTION 1; THENCE NORTH 1 DEGREE 41 MINUTES 00  
SECONDS WEST, ON THE WEST LINE OF SAID NORTH HALF OF THE  
NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER  
OF SECTION 1, A DISTANCE OF 329.63 FEET; THENCE SOUTH 8 1/2  
DEGREES 03 MINUTES 00 SECONDS WEST, ON THE SOUTH LINE OF  
SAID NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 1, A  
DISTANCE OF 41.41 FEET; THENCE NORTH 4 DEGREES 30 MINUTES  
41 SECONDS WEST, ON THE EAST LINE OF THE FLORIDA EAST COAST  
RAILWAY RIGHT OF WAY, 1,316.48 FEET; THENCE NORTH 87 DEGREES  
52 MINUTES 17 SECONDS EAST, ON THE NORTH LINE OF SAID NORTH  
HALF OF THE SOUTHEAST QUARTER OF SECTION 1, A DISTANCE OF  
163 FEET MORE OR LESS TO THE CENTER OF A CREEK; THENCE  
MEANDERING SOUTHERLY AND SOUTHWESTERLY, ON SAID CENTER  
OF CREEK AND ON THE WESTERLY AND NORTHWESTERLY LINE OF  
WILLOW WALK, UNIT ONE, AS RECORDED IN MAP BOOK 20, PAGES  
12 AND 13, PUBLIC RECORDS OF SAID COUNTY, 545 FEET MORE OR  
LESS TO THE CREEK'S JUNCTION WITH THE CENTER OF A TRIBUTARY  
OF MOULTRIE CREEK; THENCE MEANDERING SOUTHERLY, ON SAID  
CENTER OF TRIBUTARY OF MOULTRIE CREEK AND ON A WESTERLY  
LINE OF SAID WILLOW WALK, UNIT ONE, 140 FEET MORE OR LESS;  
THENCE MEANDERING SOUTHERLY, ON SAID CENTER OF TRIBUTARY  
OF MOULTRIE CREEK, ON THE WESTERLY LINE OF WILLOW WALK,  
UNIT TWO, PHASE ONE, AS RECORDED IN MAP BOOK 22, PAGES 10,  
11 AND 12, PUBLIC RECORDS OF SAID COUNTY, 1,195 FEET MORE OR  
LESS; THENCE MEANDERING SOUTHERLY, ON SAID CENTER OF  
TRIBUTARY OF MOULTRIE CREEK AND ON A WESTERLY LINE OF  
WILLOW WALK, UNIT TWO, PHASE TWO, AS RECORDED IN MAP BOOK  
22, PAGES 14 AND 15, PUBLIC RECORDS OF SAID COUNTY, 495  
FEET MORE OR LESS; THENCE SOUTH 88 DEGREES 03 MINUTES 00  
SECONDS WEST, ON THE SOUTH LINE OF SAID NORTH HALF OF THE  
NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST  
QUARTER OF SECTION 1, A DISTANCE OF 503 FEET MORE OR LESS  
TO THE POINT OF BEGINNING.

**ADOPTION - DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED BEING  
THE SOLE OWNER, IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE  
FOREGOING CAPTION TO THIS PLAT DOES HEREBY ADOPT THIS SURVEY  
AND PLAT OF SAID LANDS AS THE TRUE AND CORRECT PLAT OF SAID  
LANDS HEREINAFTER KNOWN AS WILLOW WALK UNIT THREE, AND  
DOES HEREBY DEDICATE WILLOW WALK PLACE SHOWN HEREON TO  
ST. JOHNS COUNTY, FLORIDA, AND DO HEREBY DEDICATE FOR  
OWNERSHIP AND MAINTENANCE THE THREE DRAINAGE EASEMENTS  
INDICATED IN WILLOW WALK UNIT THREE TO THE WILLOW WALK  
HOME OWNERS ASSOCIATION, INC.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY SETS THEIR  
HAND AND SEAL ON MAY 22, 1990.

SIGNED, SEALED AND  
DELIVERED IN THE PRESENCE OF

*[Signature]*  
WITNESS

*[Signature]*  
WITNESS

PARKVIEW DEVELOPMENT CORP., INC.  
AS GENERAL PARTNER, WILLOW  
WALK LIMITED.

*[Signature]*  
IT'S PRESIDENT

*[Signature]*  
IT'S SECRETARY

**JOINDER AND CONSENT**

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A FIRST  
MORTGAGE UPON THE ABOVE DESCRIBED PROPERTY TO BE KNOWN AS  
WILLOW WALK UNIT THREE AND THAT THE UNDERSIGNED HEREBY JOINS  
IN AND CONSENTS TO THE ADOPTION AND DEDICATION OF THIS SURVEY  
AND PLAT AND AGREES THAT ITS MORTGAGE, WHICH IS RECORDED  
IN OFFICIAL RECORDS BOOK 051, PAGE 510 OF  
THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SHALL BE  
SUBORDINATED TO THE ABOVE ADOPTION AND DEDICATION.

SIGNED, SEALED, AND DELIVERED  
IN THE PRESENCE OF:

*[Signature]*  
WITNESS

*[Signature]*  
WITNESS

FIRST UNION NATIONAL  
BANK OF FLORIDA

*[Signature]*  
JAMES SWANSON, VICE PRESIDENT

*[Signature]*  
F.M. MASTERS, VICE PRESIDENT

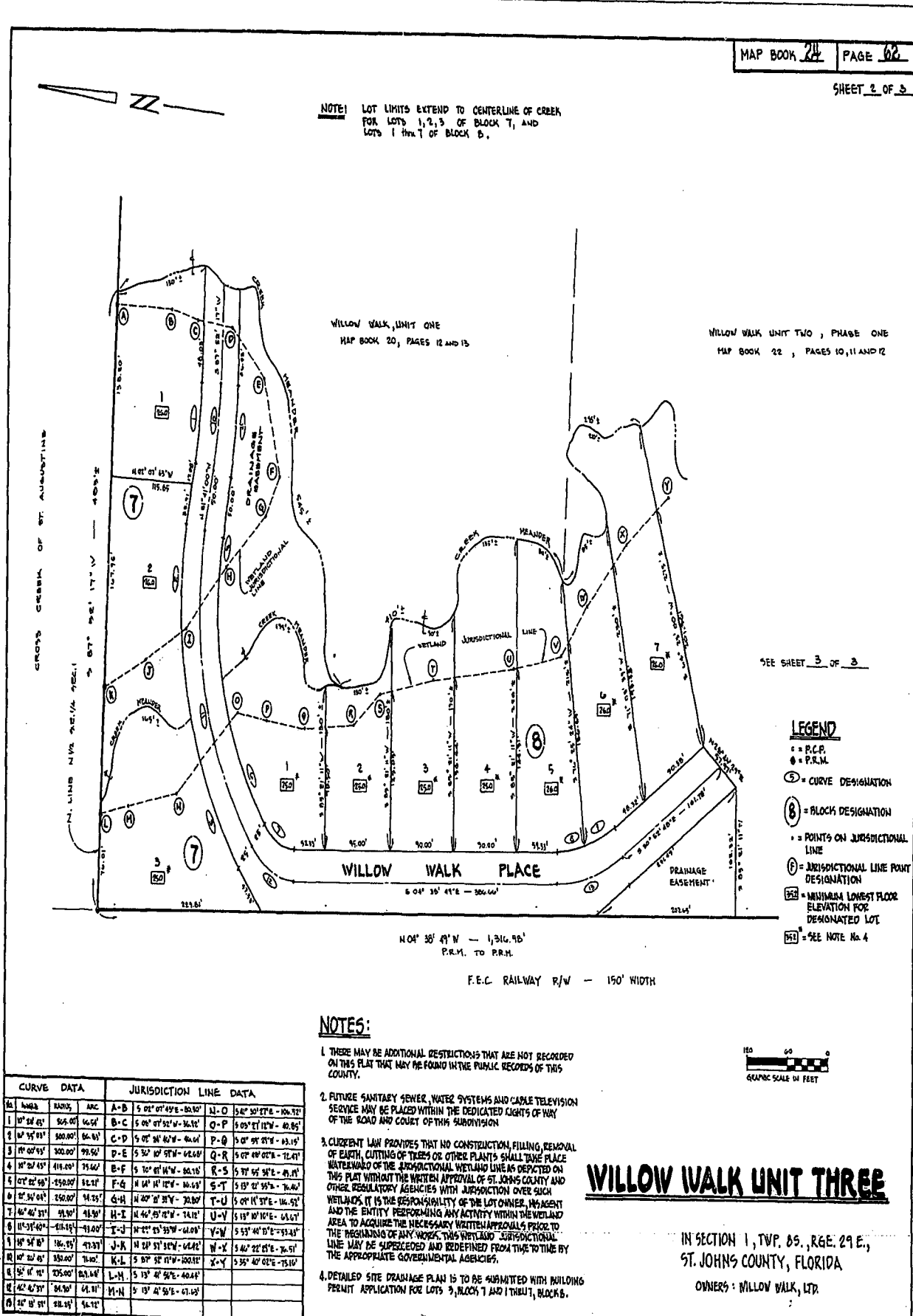
STATE OF FLORIDA  
COUNTY OF ST. JOHNS

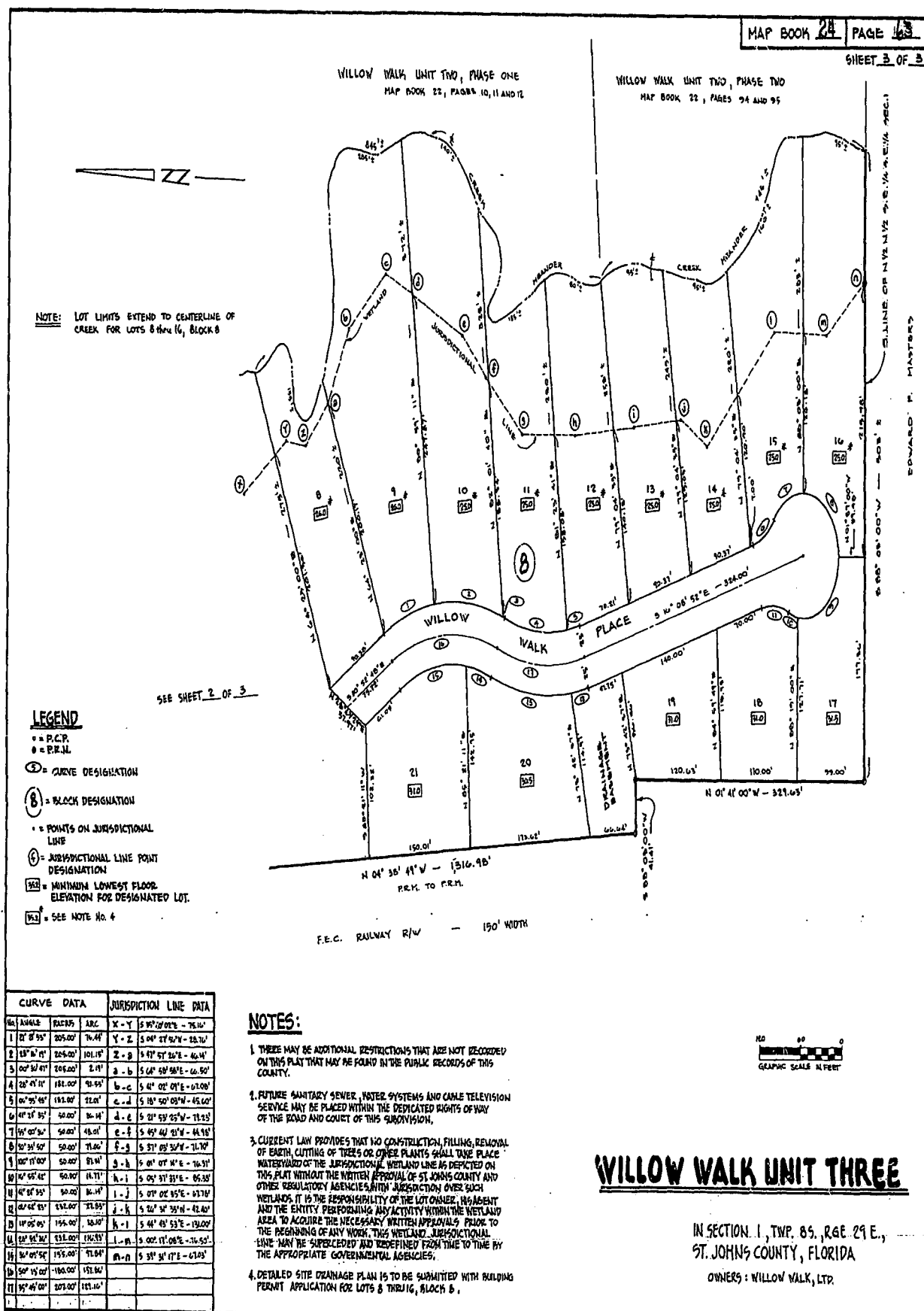
THE FOREGOING JOINDER AND CONSENT TO ADOPTION AND DEDICATION  
WAS ACKNOWLEDGED BEFORE ME THIS 22ND DAY OF MAY, 1990 BY  
JAMES SWANSON, VICE PRESIDENT AND F.M. MASTERS, VICE  
PRESIDENT OF FIRST UNION NATIONAL BANK OF FLORIDA,  
A FLORIDA ASSOCIATION, IN BEHALF OF THE ASSOCIATION.

*[Signature]*  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES: MARCH 23, 1991

**WILLOW WALK UNIT THREE**

IN SECTION 1, TWP. 8S, RGE. 14E,  
ST. JOHNS COUNTY, FLORIDA  
OWNERS: WILLOW WALK, LTD.





RP13

DECLARATION OF COVENANTS AND RESTRICTIONS  
WILLOW WALK SUBDIVISION  
ST. JOHNS COUNTY, FLORIDA

THIS DECLARATION, made this 11th day of February, 1987, by WILLOW WALK LTD., a Florida Limited Partnership, whose Post Office address is P.O. Box 3772, St. Augustine, Florida 32085-3772. (Hereinafter sometimes referred to as the "Developer");

WHEREAS, the Developer is the record owner in fee simple absolute of certain real property located in St. Johns County, Florida, and more particularly described in the "Schedule of Legal Description" which is attached hereto as Exhibit "A" and made a part hereof, and

WHEREAS, in accordance with the applicable provisions of State law and local ordinance, the above described real property has been subdivided into a platted subdivision known as "WILLOW WALK SUBDIVISION", and a series of subdivision plats thereof duly filed in the Office of the Clerk of the Circuit Court, St. Johns County, Florida, on December 19, 1986, and recorded in Map Book 20, at Pages 12 and 13, of the Public Records of St. Johns County, Florida, and

WHEREAS, it is the present intention of the Developer to develop WILLOW WALK SUBDIVISION as a low density, high quality, residential subdivision, and

WHEREAS, the Developer has subdivided WILLOW WALK SUBDIVISION into dwelling units, and

WHEREAS, there is a need to specify, make and impose covenants, and to grant necessary easements for the proper use of the subdivision, and to provide for an effective administration of the common areas in the subdivision, and

WHEREAS, the Developer has caused to be incorporated in Florida, a non-profit corporation known as WILLOW WALK HOMEOWNER'S ASSOCIATION, INC., which has been formed to provide, operate



and maintain the common areas, street swales and a system of street lighting within WILLOW WALK SUBDIVISION, and generally provide for the orderly enjoyment of WILLOW WALK SUBDIVISION and any future units of WILLOW WALK SUBDIVISION hereafter filed by Developer, and

WHEREAS, the Developer has caused to be formed the WILLOW WALK ARCHITECTURAL CONTROL COMMITTEE to review, oversee, approve and restrict outside decor of finished structures. See Exhibit "D".

NOW THEREFORE, this Declaration is made, filed and recorded by the Developer so that from the effective date hereof, the real property described in the Schedule of Legal Description which is attached hereto as Exhibit "A", is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the restrictions, conditions, easements, charges, burdens, assessments, affirmative obligations, and liens (all hereinafter sometimes referred to as the "covenants") hereinafter set forth. This Declaration shall become effective on the date and at the time it is filed and recorded in the Public Records of St. Johns County, Florida.

#### ARTICLE I

##### DEFINITIONS AND DESCRIPTION OF PROPERTY

Section 1.1. Definitions - The following words and terms when used in this Declaration and any supplemental declaration, unless the context shall clearly indicate otherwise, shall have the following meanings:

- (a) "Association" shall mean and refer to WILLOW WALK HOMEOWNER'S ASSOCIATION, a Florida Corporation not for profit, and its successors and assigns, the membership of which will be owners of "dwelling units" or "lots", not only of WILLOW WALK SUBDIVISION but also future units of WILLOW WALK SUBDIVISION filed of record in St. Johns County, Florida, by the Developer.

(b) "Developer" shall mean and refer to WILLOW WALK LTD., its successors and assigns.

(c) "Common Areas" shall mean and refer to those tracts of land, described in Section 1.2 hereof, together with any improvements thereon. The term "common areas" shall also include any tangible personal property acquired by the Association if such property is designated as such by the Association. All common areas are to be devoted to and intended for the common use, benefit and enjoyment of the owners, their families, guests or tenants.

(d) "Residential Lot" or "Lot" shall mean any unimproved parcel of land located within the WILLOW WALK SUBDIVISION and bearing an identifying number upon the plat of said subdivision from Block 1, Lot 1 to 9; Block 2, Lot 1 to 12, Block 3, Lot 1 to 17; and Block 4, Lot 1 to 6, inclusive. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are substantially complete or are subject to ad valorem tax as improved property.

(e) "Dwelling Unit" shall mean an improved numbered parcel of ground as indicated on the recorded plat.

(f) "Subdivision" shall mean WILLOW WALK SUBDIVISION as recorded in Map Book 20, at Pages 12 and 13, of the Public Records of St. Johns County, Florida.

(g) "Architectural Control Committee" shall mean a committee appointed by the Developer and, subsequently, the WILLOW WALK HOMEOWNER'S ASSOCIATION, in accordance with Section 2.3.

Section 1.2. Common Areas - The Common Area property is described as follows: All areas designated on the plat of WILLOW WALK SUBDIVISION, as recorded in the Public Records of St. Johns County, Florida, as being either a buffer, drainage area or island within a street right-of-way and not included within a residential lot.

ARTICLE IIRESTRICTIVE COVENANTS

Section 2.1. No lot shall be used for any purpose except residential whose use shall be permitted in accord with the applicable governmental building and engineering department as regards a platted and recorded subdivision. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family residence (which shall not exceed two and one-half stories in height) and at least an attached or detached garage for not less than two cars nor more than three cars.

Section 2.2. No building or structure, including an addition to a dwelling, shall be erected on, placed upon, altered, or permitted to remain on any lot unless and until the owner submits the floor plan, elevation, site clearing plan, landscaping and sprinkler system, and abbreviated specifications and such plans have been reviewed and approved by the Architectural Control Committee, as hereinafter provided. The Architectural Control Committee shall review the proposed building or structure (including plans and specifications for same) as to the quality of workmanship and materials, the harmony of the external design and location of the building or structure with existing buildings or structures, the location of the building or structure with respect to topography, vegetation and the finished grade of elevation of the lot, and any other relevant considerations which are based on acceptable standards of planning, zoning, and construction, including considerations based exclusively on aesthetic factors.

The areas included within the lot line of each individual lot, but not included within the dwelling constructed on such lot, such area being hereafter referred to as "grounds" shall be used for normal and customary yard purposes. No structure, including an addition to a dwelling, shall be constructed

or placed on grounds without the written approval of the Association, or except in accordance with regulations enacted by the Association. In no event, however, may a satellite dish be permitted to be installed so as to be visible from the property's front property line. All ground lying between any street abutting a lot and a line running parallel with said street at the location of the residential structure on said lot shall be sodded or seeded for grass and shall be landscaped to the satisfaction of the Architectural Control Committee. Each residential structure shall include a post light to be placed on the grounds between the property line and the front of the structure. The term "structure" as used herein shall include, but is not limited to, homes, swimming pools, fences, walls, barbecue pits, television or radio antennas or satellite dishes, clotheslines, garages, sheds, outbuildings, porches, balconies, patios, recreation facilities such as basketball courts or goals, tennis courts, shuffleboard courts, and lawn decorative objects such as statues, tables, etc.

Section 2.3. The Architectural Control Committee shall be composed of not less than three (3) nor more than five (5) persons. The members of the Committee shall be appointed for staggered, three (3) year terms by the Developer. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the Architectural Control Committee, the Developer shall promptly appoint a successor member who shall serve for the duration of the unexpired term of the member whom he replaced. The membership, rules of procedure and duties of the committee shall be prescribed by and, from time to time, changed or modified by the Developer. When the Developer deems the circumstances appropriate it shall cause control of the Architectural Control Committee to be turned over to the Board of Directors of WILLOW WALK HOMEOWNER'S ASSOCIATION. The Association shall then appoint the membership of the Architectural

Control Committee which shall assume the duties and perform the functions as set forth in this Declaration. After turnover of control is perfected, any and all appeals from action of the Architectural Control Committee shall be heard and decided by the Board of Directors of the Association.

Section 2.4. The Architectural Control Committee shall indicate its disapproval of the matters required in Section 2.2 hereof to be acted upon by them by written notice to the owner and served upon all interested parties, identifying the proposed building or structure and the reasons for such disapproval. The decision of the Architectural Control Committee shall be final. If the Architectural Control Committee fails or refuses to approve or disapprove the aforesaid matters within thirty (30) days after the application or request for action is made and after a floor plan, elevations, site clearing plan and abbreviated specification (including exterior material and colors) have been certified as received by the committee, then it shall be conclusively presumed, as to all owners and interested persons, that the plans as submitted have been approved by the Architectural Control Committee.

Section 2.5. No building shall be located on any lot nearer to any lot line than the minimum building set back as currently established by St. Johns County zoning ordinance. In any event no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line. For the purpose of this covenant, caves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than one thousand two hundred (1,200) square feet for a one-story dwelling, nor less than eight hundred (800) square feet for a dwelling of more than one-story, with a total

of one thousand two hundred (1,200) square feet on the ground and second floors.

Section 2.6. No structure of a temporary nature or character, including but not limited to, a trailer, house trailer, mobile home, camper, basement, tent, shack, garage, barn, or other similar structure or vehicle, shall be used or permitted to remain on any lot as a storage facility or residence, or other living quarters whether temporary or permanent.

Section 2.7. No automobile, truck, boat, boat and trailer, trailer, house trailer, mobile home, camper, or other similar vehicle shall be parked on the street (including the right-of-way thereof) overnight or for a continuous period of time in excess of ten consecutive hours.

Section 2.8. No boat, boat and trailer, or trailer alone shall be parked (for any period of time in excess of ten consecutive hours) or stored or otherwise permitted to remain on any lot except in an approved boathouse or garage. No automobile, truck, or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked (for any period of time in excess of ten consecutive hours) or stored or otherwise permitted to remain on any lot except in a garage detached or attached to the residence.

Section 2.9. No livestock, poultry, or animals of any kind or size shall be raised, bred, or kept on any lot; provided, however, that dogs, cats or other domesticated household pets may be raised and kept provided such pets over ten (10) weeks old shall not exceed four (4) in number.

In order to maintain and preserve the peace and tranquility of the neighborhood, the Association shall have the right to adopt reasonable rules and regulations regarding the keeping of dogs, cats, or other domesticated household pets and specifically shall have the right (i) to require such animals to be

leashed; (ii) to prohibit such animals from roaming at large beyond the confines of their owner's property; (iii) to require that owners keep their pets from making such noises as disturb others; and (iv) to adopt such other rules and regulations as may seem necessary or required to carry out the purposes of this restriction.

Section 2.10. No sign of any kind shall be erected, permitted to remain on or displayed to public view on or from any lot, except an approved sign giving the name of the occupant of the residence located on said lot or an approved sign advertising the premises for sale or rent. All signs shall be approved by the Association.

Section 2.11. No noxious or offensive activity shall be carried on or suffered to exist upon any lot, nor shall anything be done or permitted to exist on any lot that may be or may eminently become an annoyance or private or public nuisance.

Section 2.12. No lot shall be used or maintained for dumping or discharge of rubbish, trash, garbage, or other solid waste material. All lots shall be kept free of the accumulation of rubbish, trash, garbage, other solid waste materials, and all unsightly weeds and underbrush. All incinerators or other equipment used for the collection, storage or disposal of solid waste material shall be kept in a clean and sanitary condition. The use of any incinerators or similar equipment or facilities shall be in accordance with applicable state and county environmental laws and ordinances.

Section 2.13. Restrictions regarding the fences, wall, hedge or shrub planting on corner lots at intersections shall be as prescribed, from time to time, in the applicable provisions of the Zoning Ordinance of St. Johns County, Florida.

Section 2.14. No wall, fence, or hedge over six (6) feet in height shall be erected, placed, altered, maintained, or permitted to remain on any lot unless and until the height, type

and location thereof have been approved by the Architectural Control Committee in accordance with the procedure and criteria set forth in Section 2.12 hereof. No wire fences may be installed from front of house to front of line.

Section 2.15. No driveway shall be constructed, maintained, altered, or permitted to exist on any lot if the driveway obstructs or would obstruct or significantly impede the flow of surface drainage in the area adjacent to the lot or in the street right-of-way or swale area adjoining or abutting the lot.

Section 2.16. Trees situated on a lot, other than those located within the footprint of the structure(s) approved by the Architectural Control Committee, having a diameter of six (6) inches or more (measured at ground level) may not be removed without the prior approval of the Architectural Control Committee. All requests for approval of tree removal shall be submitted to the Architectural Control Committee along with a plan generally locating such tree(s).

Section 2.17. Anyone violating the provisions of Section 2.16 will be required to replace such trees with trees of like size and condition within thirty (30) days after demand by the Architectural Control Committee. If the owner fails or refuses to replace the trees as demanded, the Architectural Control Committee shall cause suitable replacements to be planted and the cost thereof shall be a lien against the lot. The owner grants to the Architectural Control Committee, its agents, and employees an easement of ingress and egress over and across said lot to enable it to accomplish compliance with Section 2.16 and this Section.

Section 2.18. No window air conditioner units may be placed in windows facing the street.

Section 2.19. Clotheslines are to be installed in least conspicuous place from view of street.



Section 2.20. All fuel tanks to be installed on property shall either be underground or in the rear of the property and enclosed in a manner to be approved by the Architectural Control Committee.

Section 2.21. Each owner of a lot shall, at his expense, connect his water line to the water line provided by Mainland Water to serve that owner's lot so as to comply with the requirements of such water service. All such connections shall be by subterranean piping. After such connection, each such property owner shall pay, when due, the periodic charges or rates for the furnishing of such water service made by the operator thereof.

Section 2.22. Well Restrictions. All pumps and piping for water systems shall be subterranean, or, if above ground level, shall be enclosed in an appropriate structure or pump house which is in conformity with the residential structure and is approved by the Committee, unless such apparatus is in the interior of the residence. Prior to the use of all wells, said wells shall be approved and in compliance with the standards of all government regulatory commissions. Wells shall not be built over easements. Well water shall only be used for irrigation, swimming pools, air conditioning and lawn watering.

Section 2.23. Septic Tank Restrictions. Septic tanks shall be approved and in compliance with the standards of all government regulatory commissions. Septic tanks, drains and drain fields shall not be built over easements. If and when a public (or private) sewage treatment plant and collection system is provided, each owner of a lot to which such system is made available shall, at his expense, connect his sewage disposal line to the sewage collection line provided to serve that owner's lot so as to comply with the requirements of such sewage collection and disposal service and shall pay contributions in aid-of-construction and connection charges as established or

approved by said sewage collection and disposal service. After such connection, each such property owner shall pay, when due, the periodic charges or rate for the furnishing of such sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the ground or into any marsh, lake, pond, ravine, drainage ditch or canal or access way.

Section 2.24. No changes in elevations of the land shall be made to any lot which will interfere with the natural drainage of or otherwise cause undue hardship to adjoining property.

Section 2.25. There shall be no draining or artificial altering or changes in the course of the natural flow of water.

Section 2.26. All driveways shall be continuous from the pavement of the street to all garages, whether detached or attached, and shall be constructed of concrete.

Section 2.27. Easements for the installation and maintenance of utilities and drainage facilities, water, sewer, cable television and electricity are reserved by Developer.

### ARTICLE III

#### ASSOCIATION

Section 3.1. To effectively and efficiently provide for, operate, maintain, and manage the common areas, street swales and a system of street lighting within WILLOW WALK SUBDIVISION, and future units hereafter filed by the Developer, a non-profit corporation (known and designated as WILLOW WALK HOMEOWNER'S ASSOCIATION, a non-profit Florida Corporation), had been created. The Association shall also assist in the enforcement of the restrictions and covenants contained herein, and undertake and perform all acts and duties necessary and incident to such duties, all in accordance with the provisions of this Declaration and the Articles of Incorporation and By-Laws of said Association. True and complete copies of the Articles of Incorporation and By-Laws of the Association are annexed hereto

as Exhibits "B" and "C" respectively, and such documents are expressly made a part hereof.

Section 3.2. The owner of each lot or dwelling unit within WILLOW WALK SUBDIVISION and future units of WILLOW WALK SUBDIVISION filed in the Public Records of St. Johns County, Florida, by the Developer, shall automatically become members of the Association upon his or her acquisition of and ownership interest in title to any lot or dwelling units. The membership of such owner shall terminate automatically at the time that such person divests himself or is divested of such ownership interest or title to such lot or dwelling unit, regardless of the means by which such ownership may have been divested.

Section 3.3. No person, corporation, or other business entity holding any liens, mortgage or other encumbrance upon any lot or dwelling unit shall be entitled, by virtue of such lien, mortgage, or other encumbrance to membership in the Association or to any of the rights and privileges, or be charged with any of the duties of such membership; provided, however, that nothing contained herein shall be construed as prohibiting membership in the Association of a person, corporation, or other business entity which acquired title to a lot or dwelling unit either by foreclosure or by voluntary conveyance from its mortgagor or his successor or assign.

Section 3.4. In providing, operating, maintaining and managing the common areas, street swales and a system of street lighting within WILLOW WALK SUBDIVISION, and future units thereof, and in the enforcement of these covenants and restrictions, the Association shall have and is hereby granted full power and authority to enforce all the provisions of this Declaration, to levy and collect assessments in accordance herewith, and to adopt, promulgate, and enforce such rules and regulations governing the use and enjoyment of the common areas and the administration of the aforesaid covenants and

restrictions as the Board of Directors of the Association may, from time to time, deem appropriate and in the best interests of the Association.

#### ARTICLE IV

##### COVENANTS FOR ASSESSMENTS

Section 4.1. Creation of Lien and Personal Obligation. The Developer covenants, and each owner of each and every lot and dwelling unit shall by acceptance of a deed or other instrument of conveyance therefor, whether or not it shall be so expressed in any such deed or instrument, be deemed to covenant and agree to all the terms, covenants, conditions, restrictions, and other provisions of this Declaration and to promptly pay to the Association or its successors or assigns the following:

- (a) All annual/monthly assessments or charges and,
- (b) All special assessments or charges for the purposes set forth in Section 4.2 of this article. Such assessments or charges shall be fixed, established, levied, and collected from time to time as determined necessary by the Board of Directors of the WILLOW WALK HOMEOWNER'S ASSOCIATION to carry out the purpose and function of the Association. The annual and special assessments (together with such interest thereon and the costs of collection including reasonable attorneys' fees as hereinafter provided) shall be a charge and continuing lien on the real property and improvements thereon against which such assessment is made. Each such assessment (together with such interest thereon and the costs of collection including reasonable attorneys' fees) shall also be the personal obligation of the person who was the "owner" of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a residential lot or dwelling unit, such co-owners shall be jointly and severally liable for the

entire amount of the assessment and the aforesaid interest, collection costs, and attorneys' fees.

Section 4.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for providing, operating, maintaining and managing the common areas, street swales and a system of street lighting within WILLOW WALK SUBDIVISION and future units in WILLOW WALK SUBDIVISION, and in providing services which the Association is authorized to provide including but not limited to, the payment of taxes, governmental assessments and insurance thereon, cash for maintaining and landscaping the common areas and street swales, for the repair, replacement and operation (power bills) of the street lighting system, payment of the cost to acquire labor, services, equipment, materials, management, and supervision, necessary to carry out the authorized functions of the Association, and for the payment of principal, interest and other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized functions. The Association shall not be bound in setting assessments in subsequent years by the amount of the assessments set in earlier years. Notwithstanding any of the provisions of this Article, in no event shall the assessments and other revenues collected by the Association exceed its expenses and reasonable reserves to an extent which would violate the Association's non-profit status.

Section 4.3. The initial regular monthly assessment is hereby set at the rate of \$5.00 per lot or dwelling unit. Lots or dwelling units owned by Developer shall be subject to assessments, both regular and special. Developer guarantees the initial assessment shall not exceed \$5.00 per month per lot or dwelling unit until the owners have, excluding the Developer, 75% of the votes in the Association. After turnover of control has occurred, regular monthly assessments shall be determined at the annual meeting of the directors of the Association. The regular

assessment may be increased beyond that set at the annual meeting upon approval by 60% of the voting members in attendance in person or by proxy at any regular or special meeting of the Association, but only after notice of the recommendation is given to all members at least ten (10) days prior to the date of said meeting; provided, however, that nothing herein shall be construed to preclude the Board of Directors of the Association from fixing and levying an emergency assessment not to exceed one month's regular assessment, which emergency assessment may be levied without notice to the membership and without the holding of any special or regular meeting of said membership of the Association.

Section 4.4. Nothing herein shall prohibit the owner of a dwelling unit from leasing such dwelling unit and requiring the tenant of such dwelling unit to reimburse the owner for the monthly assessment against said dwelling unit. In that event, however, the lessor must deliver his proxy to the tenant for one vote and permit the tenant to exercise the vote as he sees fit. Such proxy shall be in full force and effect so long as tenant has legal possession of the dwelling unit. On the first day of each month the owner of any dwelling unit which has been leased shall certify to the secretary of the Association the names of all tenants who are residents of such dwelling unit as of that date.

Section 4.5. Assessments which are not paid on or before the date the same shall become due shall be delinquent, and each delinquent assessment shall bear interest at eighteen per cent (18%) per annum until it is paid in full. In addition to the accrual of interest, when an assessment becomes delinquent in payment, the Association may file a claim of lien to perfect the lien of such assessment as against third persons, against the dwelling unit and other property of the owner(s) who defaulted in the payment of such assessment. There shall be no exemption from

the payment of such assessment. There shall be no exemption from the payment of any assessment or installment thereof by waiver of the use of the common areas by abandonment of the lot or dwelling unit, by extended absence from the Subdivision, or by or for any other reason.

Section 4.6. The Association, upon written request of any owner, shall furnish to a prospective purchaser or prospective mortgagee or other authorized person a statement of the current status of the assessments on such owner's lot or dwelling unit. When executed by the Treasurer of the Association, the statement shall be binding on the Association, and any purchaser or mortgagee may rely upon such statement as an accurate statement of the status of assessments.

Section 4.7. All revenue collected by the Association shall be segregated, held and used as the separate property of the Association, and such revenue may be applied by the Association, at the discretion of the Board of Directors, towards the payment of any expenses as set forth in Section 4.2 hereof. Revenue collected by the Association from an owner of a lot or dwelling unit may be commingled with monies collected from other owners.

Section 4.8. Although all funds and other assets of the Association, and any profits derived therefrom, shall be held for the benefit of the members of the Association, no member of said Association shall have the right to assign, encumber, hypothecate, pledge, or in any manner transfer his membership or interest in or to said funds and assets, except as an appurtenance to his lot or dwelling unit. When an owner of a lot or dwelling unit shall cease to be a member of the Association by reason of the divestment by him of his ownership of said lot or dwelling unit, by whatever means that occurs, the Association shall not be required to account to said owner for any share of the funds or assets of the Association.

Section 4.9. Recognizing that proper management and operation of the Association results in benefit to all members of the Association, the Association is hereby granted a lien upon all real property within WILLOW WALK SUBDIVISION, to secure the prompt payment of each and all assessments made and levied in accordance with this Declaration and each owner shall be liable for, and this lien shall secure, the full amount of said assessment, and the costs and expenses, including attorneys' fees, which may be incurred by the Association in enforcing this lien or the provisions of this Declaration.

Section 4.10. The lien herein established may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien granted herein shall also secure such payment of or advances for taxes and payments on superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to protect its interests, and the Association shall be entitled to interest computed on the basis of advances made from time to time at the highest legal rate of interest on all such advances.

Section 4.11. All persons, firms, corporations, and other business entities, which shall acquire, by whatever means, any interest in the ownership of any lot or dwelling unit, or who may be given or who may acquire a mortgage, lien or other encumbrance of a lot or dwelling unit are hereby placed on notice of the lien rights granted to the Association under this Declaration, and all such persons, firms, corporations, and other business entities shall acquire their rights, title and interest in and to said lot or dwelling unit expressly subject to the lien rights provided herein.

Section 4.12. The lien created pursuant to this Declaration shall be effective from and after the recording in the Public Records of St. Johns County, Florida of a "claim of lien" stating the description of the property encumbered by the



lien, the name of the record owner of the property, the amounts due and the date when the same became due. The lien shall continue in effect until all sums secured by the lien have been fully paid. The claim of lien may include assessments which are due and payable when the claim is made and recorded, plus interest, collection costs, attorneys' fees, and advances to pay taxes and prior encumbrances and interest thereon, all as provided herein. The claim of lien shall be signed and verified by the President or Vice President of the Association. When full payment of all sums secured by such lien is made, the claim of lien shall be satisfied of record by the President or Vice President of the Association. The claim of lien filed by the Association shall be subordinate to the lien or any mortgage or any claim of lien if the said mortgage or claim of lien is recorded prior to the Association's claim of lien.

#### ARTICLE V

##### AMENDMENT AND TERMINATION

The Developer hereby reserves the right to amend, modify or rescind such parts of these restrictions as it in its sole discretion deems necessary or desirable so long as it is (a) the sole owner of the property to which these restrictions apply, or in the alternative, (b) such amendment or modification does not substantially change the character, nature, or general scheme of development of WILLOW WALK SUBDIVISION.

In addition to the manner of amendment set forth in the preceding paragraph the record owners of ninety (90%) percent of lots or dwelling units in WILLOW WALK SUBDIVISION, and any future units of WILLOW WALK SUBDIVISION recorded by the Developer may amend or modify such provisions of this Declaration as they deem necessary or desirable.

In such event, the President and Secretary of the Association shall execute a certificate under oath reciting that the amendment was adopted at a meeting duly called and at which a

quorum was present in person (or by proxy) and that at least ninety (90%) percent of those entitled to cast a vote approved the amendment. Such certificate, together with the amendment adopted, shall be filed in the Public Records of St. Johns County, Florida. It shall not be necessary for the record owners to join in any document to effectuate such amendment.

#### ARTICLE VI

##### COVENANTS TO RUN WITH LAND

The restrictions and burdens imposed by the provisions and covenants of this Declaration shall constitute an equitable servitude upon the owner of each lot and dwelling unit, the heirs, personal representatives, successors and assigns of each owner, and the same shall likewise be binding upon the Developer and its successors and assigns. This Declaration shall be binding and in full force and effect for a period of thirty (30) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive ten (10) year periods, unless an instrument, signed by seventy-five (75%) percent of the then recorded owners of the lots or dwelling units in WILLOW WALK SUBDIVISION is recorded containing an agreement of the said owners with respect to the alteration, change, modification or repeal, in whole or in part, of the provisions of this Declaration.

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal the day and year first above written.

WILLOW WALK LTD.,  
a Florida Limited Partnership

John L. White  
William J. Hargis

By Edward L. Duckhardt  
President,  
PARKVIEW DEVELOPMENT CORP.,  
INC., Its General Partner

Attest:

Virginia Lee Pickard  
Secretary,  
PARKVIEW DEVELOPMENT CORP.,  
INC. STATE OF FLORIDA

COUNTY OF ST. JOHNS

Before me personally appeared Edward L. Burkhardt and Virginia Lee Pickard to me well known to be the President and Secretary respectively of PARKVIEW DEVELOPMENT CORP., INC., General Partner of WILLOW WALK, LTD., a Florida Limited Partnership, the corporation named in the foregoing instrument, and known to me to be the persons who as such officers of said corporation executed the same; then and there the said Virginia Lee Pickard and the said Edward L. Burkhardt did acknowledge before me that said instrument is the free act and deed of said corporation by them respectively executed as such officers for the purposes therein expressed; that the seal thereunto attached is the corporate seal by them in like capacity affixed; all under authority in them duly vested by the Board of Directors of said corporation.

WITNESS my hand and official seal this 11th day of February, 1987.

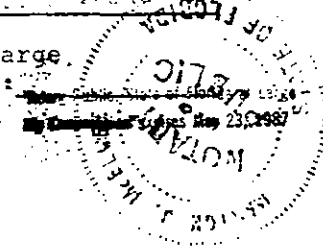
James J. [Signature]  
Notary Public  
State of Florida at Large.  
My Commission Expires: 2007  


EXHIBIT "A"

SCHEDULE OF LEGAL DESCRIPTION

The North 660 feet of the North half of the Southeast quarter of Section 1, Township 8 South, Range 29 East, St. Johns County, Florida, lying East of the East line of the Florida East Coast Railway right of way and west of the West right of way line of State Road S-5A (Old Moultrie Road).

ARTICLES OF INCORPORATION

OF

WILLOW WALK HOMEOWNERS ASSOCIATION, INC.

(A Non-Profit Florida Corporation)

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida, in accordance with the provisions of the Statutes of said State, providing for the formation, liabilities, rights, privileges, and immunities of corporations not for profit.

ARTICLE I

The name of this corporation shall be WILLOW WALK HOMEOWNERS ASSOCIATION, INC.

ARTICLE II

The principal office of the Corporation is at U.S. 1 South, St. Augustine, St. Johns County, Florida, with the mailing address being P.O. Box 3772, St. Augustine, Florida 32085-3772. The name and address of the resident agent is: GEORGE M. McCLURE, 81 King Street, Suite A, St. Augustine, Florida, who is authorized to accept service of process within this State on behalf of the Corporation.

ARTICLE III

PURPOSES OF ORGANIZATION

The general nature of the business to be transacted is as follows:

(a) To enforce the terms, covenants, conditions and restrictions appertaining to WILLOW WALK SUBDIVISION, recorded in the Public Records of St. Johns County, Florida, in Map Book 20, Pages 12 and 13, and any future units of WILLOW WALK SUBDIVISION, recorded in the Public Records of St. Johns County, Florida, by WILLOW WALK LTD., a Florida Limited Partnership.

(b) To establish and collect assessments from the lot owners for the purpose of operating, maintaining, repairing, improving and administering said property and to collect and enforce liens for such assessments, by suit, if necessary.

ARTICLE IV

QUALIFICATIONS OF MEMBERS AND MANNERS

OF THEIR ADMISSION

Any person, firm, corporation, or other business entity coming within the following categories shall automatically become members of the Association:

(a) The record title holder of a present vested fee simple interest in any lot or dwelling of WILLOW WALK SUBDIVISION, or any future unit of WILLOW WALK SUBDIVISION, hereafter filed in the Public Records of St. Johns County, Florida, by WILLOW WALK, LTD.

(b) If the record title holder described in paragraph (a) designates in writing to the Secretary of this Association his desire that a tenant be substituted as a member of this Association, the tenant shall be a member of this Association. However, the owner's membership privileges during the period of such tenancy shall abate and shall be exercisable only by the tenant; when the tenancy ceases to exist the owner of such dwelling unit shall so certify to the secretary of this Association, and the owner shall be entitled to all membership privileges unless a new tenant is in possession of the dwelling unit.

(c) The memberships of any tenant or record owner shall automatically terminate when such person is no longer entitled to immediate possession and enjoyment of a lot or dwelling unit in WILLOW WALK SUBDIVISION, or any future units of WILLOW WALK SUBDIVISION, hereinafter filed in the Public Records of St. Johns County, Florida, by WILLOW WALK, LTD.

(d) When a corporation or partnership is an owner or tenant of a dwelling unit or lot, only the President of the Corporation or its designate or the senior partner shall be entitled to exercise membership privileges.

ARTICLE V

TERM OF EXISTENCE

Section 1. This corporation shall have perpetual existence.

ARTICLE VI

NAMES AND RESIDENCE OF SUBSCRIBERS

EDWARD L. BURKHARDT  
P.O. Box 3772  
St. Augustine, Florida 32085-3772

ARTICLE VII

MANAGEMENT AND TIME OF ELECTION

(a) The affairs and property of this Corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than seven (7) members.

(b) Directors shall be elected by the voting membership at the regular annual meeting of the membership of the corporation to be held on the 15th day of March, of each year, at such place as may be designated by the Board.

(c) All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board of Directors to be held immediately following the annual meeting of the membership. The Board of Directors shall elect from among the members of the Corporation, a President,



Vice-President, Secretary and Treasurer, and such other officers as it may deem desirable.

ARTICLE VIII

NAME OF OFFICERS

The names of the officers who shall serve until the first election are as follows:

President:	EDWARD L. BURKHARDT P.O. Box 3772 St. Augustine, Florida 32085-3772
Vice-President:	RICHARD HAUSEN Rt. 1, Box 128 H St. Augustine, Florida 32084
Secretary/ Treasurer:	DEBRA COLLARD 151 Creekside Drive St. Augustine, Florida 32084

ARTICLE IX

BOARD OF DIRECTORS

The following three (3) persons shall constitute the first Board of Directors. Said first Board of Directors may appoint three (3) successors to serve as an interim Board of Directors until the first election of the Board of Directors at the first regular annual meeting of the members:

EDWARD L. BURKHARDT  
P.O. Box 3772  
St. Augustine, Florida 32085-3772

DEBRA COLLARD  
151 Creekside Drive  
St. Augustine, Florida 32084

RICHARD HAUSEN  
Rt. 1, Box 128 H  
St. Augustine, Florida 32084

ARTICLE X

BY-LAWS

The By-Laws of this Corporation may be made, altered, amended, or rescinded by such modification signed by at least a two-thirds (2/3) vote of all members of the Association.

ARTICLE XI

AMENDMENT OF ARTICLES OF INCORPORATION

An affirmative vote of seventy-five (75%) percent of the qualified voting members of the Corporation shall be necessary to amend these Articles of Incorporation.

ARTICLE XII

No dividend shall be paid and no part of the income shall be distributed to its members, directors or officers. The Corporation may, however, pay a reasonable amount to its members, directors and officers for services rendered, and may confer benefits upon its members in conformity with the purposes set forth in Article II, and upon dissolution or final liquidation, may make distribution to its members, as permitted by the court having jurisdiction thereof, and no such payment, benefit or distribution shall be determined to be a dividend or a disbursement of income.

WITNESS THE HANDS AND SEALS of the incorporators and subscribers, in St. Johns County, State of Florida, this 10<sup>th</sup> day of February, 1987.

Edward L. Burkhardt  
EDWARD L. BURKHARDT

STATE OF FLORIDA

COUNTY OF ST. JOHNS

On this 10<sup>th</sup> day of February, 1987, before me personally appeared EDWARD L. BURKHARDT, to me known to be the same person described in, and who executed the foregoing Instrument, and he acknowledged that he executed the same.

Witness my hand and official seal this 10<sup>th</sup> day of February, 1987.

David M. McClure  
Notary Public  
State of Florida at Large  
My Commission Expires: May 1, 1990

The undersigned hereby accepts the appointment as Registered Agent of WILLOW WALK HOMEOWNERS ASSOCIATION, INC., which is contained in the foregoing Articles of Incorporation.

DATED, this 10<sup>th</sup> day of February, 1987.

George M. McClure  
GEORGE M. McCLURE, Registered Agent

BY-LAWS

WILLOW WALK HOMEOWNERS ASSOCIATION, INC.

(A Non-Profit Florida Corporation)

ARTICLE I

Section 1. Personal Applications. All present or future owners, tenants, future tenants of WILLOW WALK SUBDIVISION, as per map in Book 20, Pages 12 and 13, Public Records of St. Johns County, Florida, and any future units of WILLOW WALK SUBDIVISION hereafter filed in the Public Records of St. Johns County, Florida, by WILLOW WALK, LTD., are subject to residential or commercial property in WILLOW WALK SUBDIVISION, or any future units in WILLOW WALK SUBDIVISION filed by WILLOW WALK, LTD. in the Public Records of St. Johns County, Florida, or the mere act of occupancy or use of any of said property will signify that these By-Laws are accepted, ratified and will be complied with.

ARTICLE II

Section 1. Voting. Voting shall be based on one vote for each lot or one vote for each proposed dwelling unit or dwelling unit and the purchaser owner of each lot or dwelling unit, and the developer owner of each lot or dwelling unit, shall be personally liable for all assessments against said lot or dwelling unit as per the duly recorded Declaration of Covenants and Restrictions regarding WILLOW WALK SUBDIVISION referred to

above, and to which these By-Laws are attached as an Exhibit, and any future Declaration of Covenants and Restrictions pertaining to future units of WILLOW WALK SUBDIVISION hereafter filed in the Public Records of St. Johns County, Florida, by WILLOW WALK, LTD.

Section 2. Majority of Owners. As used in these By-Laws, the term "Majority of Owners" shall mean those owners as well as the developer holding fifty-one (51%) percent of the votes. The Developer, WILLOW WALK, LTD., shall be a member of the organization so long as it holds title to any property in WILLOW WALK SUBDIVISION, or any future units. The Developer reserves the right to vote all memberships not owned by other members of WILLOW WALK HOMEOWNER'S ASSOCIATION.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "Majority of Owners" as defined in Section 2 of this Article, shall constitute a quorum.

Section 4. Proxies. Votes may be cast, in person or by proxy. The Board of Directors of the Association shall have the right to appoint a proxy committee, and the proxy committee appointed by the Board of Directors shall be entitled to cast the vote for the person signing the proxy. The proxies shall be mailed out to all persons entitled to vote at least fifteen (15), but not more than thirty (30) days, prior to a meeting of the

Association, and any person wishing to vote by proxy shall have his proxy properly signed and in the hands of the Secretary at least five (5) days prior to the date of the meeting.

ARTICLE III

Section 1. Association Responsibilities. The Membership as defined in Section 3.2 of Article III of the Declaration of Covenants and Restrictions of WILLOW WALK SUBDIVISION, to which these By-Laws are attached as an Exhibit, which constitutes the Association of Owners (hereinafter referred to as "Association") will have the responsibility of administering the common areas, approving the annual budget, establishing and collecting monthly assessments. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of members.

Section 2. Place of Meetings. Meetings of the Association shall be held at a suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. The annual meetings of the Association shall be held at a suitable place convenient to the owners as may be designated by the Board of Directors.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of Members as directed by resolution of the Board of Directors or upon a petition signed by

a majority of the members and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at least fifteen (15) but not more than thirty (30) days prior to such meeting. The mailing of a notice by United States Mail, postage prepaid, shall constitute notice served.

Section 6. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either by proxy or in person, may adjourn the meeting to a time not more than forty-eight (48) hours from the time the original meeting was called.

#### ARTICLE IV

##### BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors of not less than three (3) nor more than seven (7) members. The members

of the initial Board need not be owners or tenants of WILLOW WALK SUBDIVISION referred to above.

Section 2. Powers and Duties. The Board of Directors shall have the power and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members.

Section 3. Other Duties. In addition to the duties imposed by these By-Laws, or by resolution of the Association, the Board of Directors shall be responsible for the following:

(a) Care, upkeep and surveillance of the common areas, including the front entrance, drainage areas, vegetation buffer lying along Old Moultrie Road, and vegetation islands lying within the road right-of-ways, and such property as may be designated by the Developer for the use of the Homeowners Association. Such property shall be under the ownership and is to be maintained by the Homeowners Association and will be for exclusive use by the Association and their guests.

(b) Collection of monthly assessments from the owners, and setting the monthly assessment. The assessment shall be effective upon its adoption and shall be due on the first day of the first month following adoption and on that same day each and every month thereafter.



Notice of the amount of such assessment shall be given to each owner personally or by mail, telephone or telegraph. Assessments remaining unpaid for thirty (30) days after the due date shall constitute a lien on said property and bear interest at the rate of eighteen (18%) percent until paid in full. Enforcement of the lien shall be by the foreclosure and in such event, the Board shall be entitled to reasonable reimbursement for attorney's fees and court costs.

(c) Shall, at its option, adopt any rules and regulations which are, or which may become relative to the general use of the common areas which are subject to the use of all members.

Section 4. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a majority vote of the members shall be filled by the vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be Director until a successor is elected at the next annual meeting of the Association.

Section 5. Removal of Directors. At the regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority vote of the voting members present in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created. Any

Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 6. Organization of Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least twenty (20) days prior to the day named for such meeting.

Section 8. Special Meetings. Special meetings of the Board of Directors may be called by the President on five (5) days notice to each Director given personally or by mail, telephone or telegraph, which notice shall state the meeting time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board of Directors shall be called by the

President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

Section 9. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director of any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Board of Director's Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

#### ARTICLE V

##### OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice-President and Secretary Treasurer, all of whom shall be elected by the Board of Directors

and all of whom shall be members of the Board of Directors. The Directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon affirmative vote by a majority of the Board of Directors present at any regular or special meeting, any officer may be removed either with or without cause. The Board may, at such meeting, elect a successor for the removed officer.

Section 4. President. The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Association. He shall have all of the general 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; from time to time he may, in his discretion, decide and acquire the necessary staff appropriate to assist in the conduct of the affairs of the Association.

Section 5. Secretary-Treasurer. As Secretary, he shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall in general, perform all of the duties incident to the office of the Secretary. As Treasurer, he shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Board of Directors.

#### ARTICLE VI

##### OBLIGATION OF THE OWNERS

Section 1. Assessments. All of the members, including the Developer, are obligated to pay monthly assessments imposed by the Board of Directors to meet all project communal expenses, including specifically but not by way of limitation, vandalism and malicious mischief and public liability insurance, and taxes on the common areas.

Section 2. Maintenance and Repair.

(a) Every member must perform all maintenance, upkeep and repair work within his own lot or dwelling unit which, if omitted, would detrimentally affect the aesthetic appearance of the subdivision or a part belonging to the other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) A member shall reimburse the Association for any expenditure incurred in repairing or replacing any part of the communal facilities damaged through the fault of any agent, guest or lessee of such member.

Section 3. Use of Property. Usage of all property shall be limited to usage as described by duly regulated ordinances now in effect or may become in effect, in the County of St. Johns, Florida, and further limited by the Declaration of Covenants and Restrictions of WILLOW WALK SUBDIVISION referred to above to which these By-Laws are an Exhibit.

Section 4. Rules and Conduct. Conduct of members shall be governed by rules and regulations, which from time to time, may be approved by the Board of Directors.

#### ARTICLE VII

##### AMENDMENTS TO THE BY-LAWS

Section 1. By-Laws. These By-Laws may be amended by a vote of two-thirds (2/3) of the members.

O.R. 734 PG 1807

ARTICLE VIII

SALES OR LEASE OF PROPERTY

The Association shall, in no way, restrict the sale or lease of property within the WILLOW WALK SUBDIVISION, referred to above or any future units of WILLOW WALK SUBDIVISION hereafter filed in the Public Records of St. Johns County, Florida, by the Developer.

EXHIBIT "D"ARCHITECTURAL CONTROL COMMITTEE

No residences, additions thereto, add-ons, accessories, garages, porches, pools, fences, antennas, hedges or any other such structures, shall be erected, placed, constructed, altered, or maintained upon any portion of said lots, unless a complete set of plans and specifications therefor, including the exterior color scheme, landscaping with sprinkler system, together with a plot plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the Committee or its duly authorized subcommittee or agent, and a copy of such plans as finally approved are deposited for permanent record with the committee. Said Committee shall consist of a minimum of three (3) persons, none of whom shall be required to own property in WILLOW WALK SUBDIVISION. Such plans and specifications shall be submitted in writing and for approval, over the signature of the owner or his duly authorized agent, on a form which may be prepared by and shall be satisfactory to the Committee and receipted therefor. The approval of said plans and specifications may be withheld, not only because of their non-compliance with any of the specific restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the Committee or its agent with the grading plan, locations of the structure on the building site,



the engineering, color scheme, finish design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or altered structure, the materials used therein, the kind, pitch, or type of roof proposed to be placed thereon, or because if its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee or its agent would render the proposed structure inharmonious or out of keeping with the general plan of improvement of the Subdivision or with the structures erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

The Committee shall be authorized to establish further reasonable rules and regulations for approval of plans as required by this Article and for approval of interpretation of other matters and things requiring the approval or interpretation of the Committee as otherwise set forth in the restrictions.

The approval of the committee for use on any lot of any plans of specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee of its rights to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other lots.

If, after such plans and specifications have been approved, any building, fence, wall or other structure or thing shall be altered, erected, placed or maintained upon the lot otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee ever having been obtained as required by these restrictions.

Any agent or officer of the Committee may from time to time, at any reasonable hour or hours, in the presence of the occupant thereof, enter and inspect any property subject to these restrictions as to its maintenance or improvement in compliance with the provisions, hereof; and the committee and/or any agent thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.

In the event the Committee or its duly authorized agent fails to take official action with respect to approval or disapproval of any such design or designs or location or any other matter or thing referred to herein, within thirty (30) days after being submitted and receipted for in writing, then such approval will not be required provided that the design and location on the lot conform to and are in harmony with the existing structures on the lots in this subdivision. In any event, either with or without the approval of the Committee or its agent, the size and

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setback requirements of residences shall conform with the requirements contained in these restrictions.

Any act, decision or other thing which is required to be done or which may be done in accordance with the provisions of these restrictions by the Committee, may be done by the duly appointed agent or agents of the Committee, which authority may be further delegated.

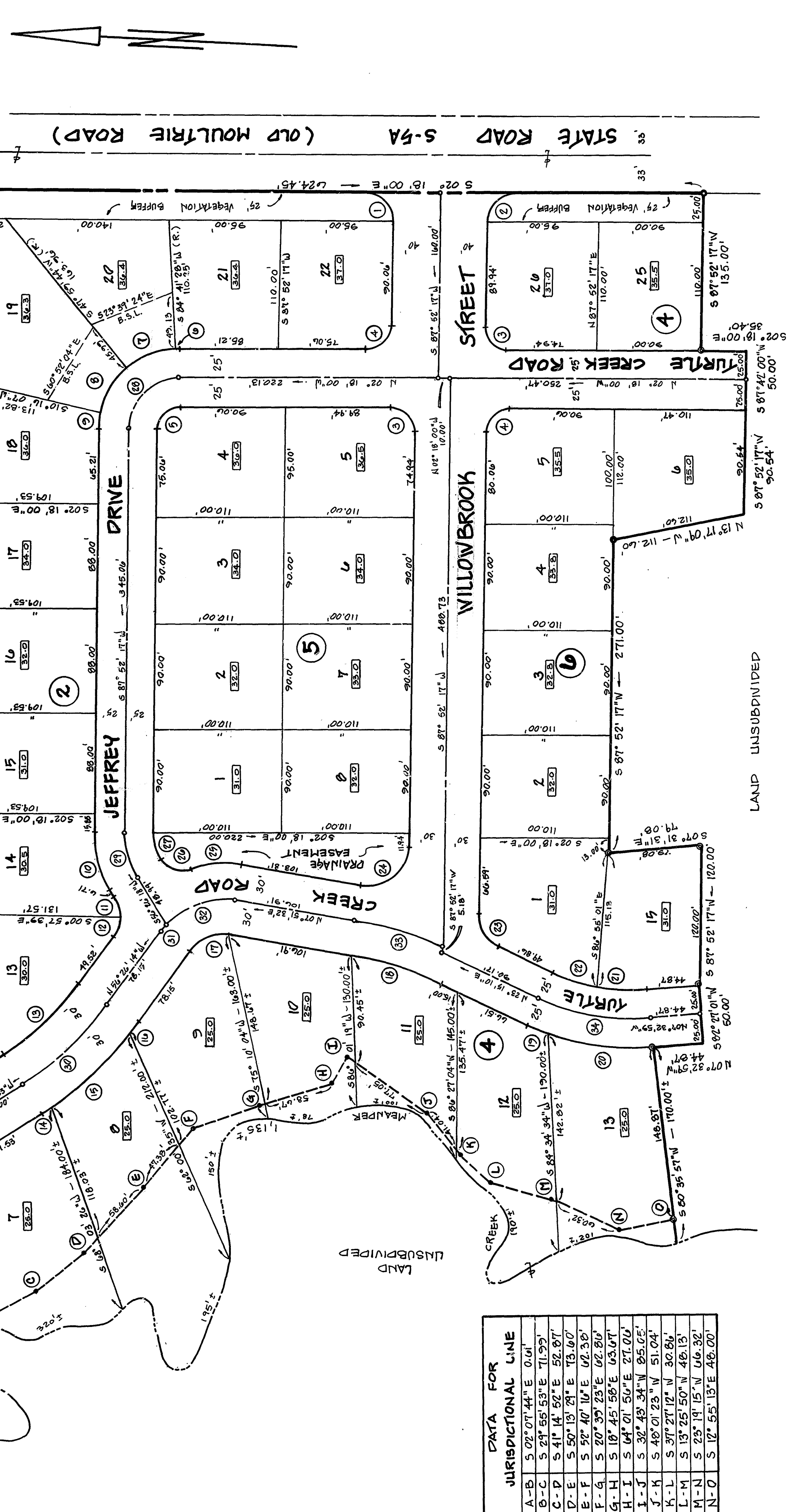
FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. LOUIS, MISSOURI

1997 FEB 12 PM 3:21

*Carl "Bud" Muel*  
CLERK OF DISTRICT COURT



POINT OF COMMENCING  
S 02° 18' 00" E - 660.00'  
POINT OF BEGINNING



NOTE:

CURRENT LAW PROVIDES THAT NO CONSTRUCTION, FILLING, REMOVAL OF EARTH, CUTTING OF TREES OR OTHER PLANTS SHALL TAKE PLACE WATERWARD OF THE JURISDICTIONAL WETLAND LINE AS DEPICTED ON THIS PLAT WITHOUT THE WRITTEN APPROVAL OF ST. JOHNS COUNTY AND OTHER REGULATORY AGENCIES WITH JURISDICTION OVER SUCH WETLANDS. IT IS THE RESPONSIBILITY OF THE LOT OWNER, HIS AGENT AND THE ENTRY PERFORMING ANY ACTIVITY WITHIN THE WETLAND AREA TO ACQUIRE THE NECESSARY WRITTEN APPROVALS PRIOR TO THE BEGINNING OF ANY WORK. THIS WETLAND JURISDICTIONAL LINE MAY BE SUPERCEDED AND REDEFINED FROM TIME TO TIME BY THE APPROPRIATE GOVERNMENTAL AGENCIES.

LEGEND

- P.C.P.
- P.C.T.
- CURVE DESIGNATION
- BLOCK DESIGNATION
- (K) RADIAL LINE
- BUILDING SETBACK LINE
- POINTS ON JURISDICTIONAL LINE
- MINIMUM LOWEST FLOOR ELEVATION FOR DESIGNATED LOT

DATA FOR JURISDICTIONAL LINE

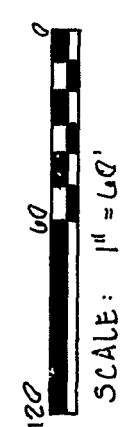
NO.	ANGLE	RADIUS	ARC
A-B	S 02° 07' 14" E	0.01'	
B-C	S 29° 55' 53" E	71.99'	
C-D	S 41° 14' 50" E	52.07'	
D-E	S 50° 13' 29" E	73.60'	
E-F	S 52° 40' 11" E	51.30'	
F-G	S 20° 39' 23" E	02.80'	
G-H	S 18° 45' 58" E	63.07'	
H-I	S 04° 01' 50" E	27.00'	
I-J	S 32° 43' 34" N	85.05'	
J-K	S 48° 01' 23" N	51.04'	
K-L	S 37° 27' 12" N	30.80'	
L-M	S 13° 25' 50" N	48.13'	
M-N	S 23° 19' 15" N	66.30'	
N-Q	S 12° 55' 13" E	46.00'	

CURVE DATA TABULATION

NO.	ANGLE	RADIUS	ARC
1	81° 41' 45"	25.00'	38.20'
2	90° 20' 58"	25.00'	31.42'
3	90° 10' 10"	20.00'	31.48'
4	89° 41' 45"	20.00'	31.36'
5	89° 41' 45"	20.00'	31.36'
6	89° 41' 45"	20.00'	31.36'
7	89° 41' 45"	20.00'	31.36'
8	89° 41' 45"	20.00'	31.36'
9	89° 41' 45"	20.00'	31.36'
10	89° 41' 45"	20.00'	31.36'
11	89° 41' 45"	20.00'	31.36'
12	89° 41' 45"	20.00'	31.36'
13	89° 41' 45"	20.00'	31.36'
14	89° 41' 45"	20.00'	31.36'
15	89° 41' 45"	20.00'	31.36'
16	89° 41' 45"	20.00'	31.36'
17	89° 41' 45"	20.00'	31.36'
18	89° 41' 45"	20.00'	31.36'
19	89° 41' 45"	20.00'	31.36'
20	89° 41' 45"	20.00'	31.36'

WILLOW WALK UNIT TWO  
PHASE ONE

IN SECTION 1, TWP. 8 S., RGE. 27 E.,  
ST. JOHNS COUNTY, FLORIDA  
OWNERS: WILLOW WALK, LTD.





## JOINER AND CONSENT

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A FIRST MORTGAGE UPON THE ABOVE DESCRIBED PROPERTY TO BE KNOWN AS WILLOW WALK UNIT TWO PHASE ONE, AND THAT THE UNDERSIGNED HEREBY JOINS IN AND CONSENTS TO THE ADOPTION OF THIS SURVEY AND PLAT AND AGREES THAT ITS MORTGAGE, WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 180, PAGE 1652, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE ABOVE ADOPTION.

SIGNED, SEALED, AND DELIVERED  
IN THE PRESENCE OF:

FLORIDA NATIONAL BANK

WITNESS  
Mary Holtz  
WITNESS

BY: Ellen Cole  
ELLEN COLE, PRESIDENT  
ATTEST: Joyce A. Hodgkins  
JOYCE A. HODGKINS, ASST. VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF ST. JOHN'S

THE FOREGOING JOINER AND CONSENT TO ADOPTION AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 7 DAY OF MAY, 1988, BY ELLEN COLE, PRESIDENT, AND JOYCE A. HODGKINS, ASSISTANT VICE PRESIDENT, OF FLORIDA NATIONAL BANK, A FLORIDA CORPORATION, IN BEHALF OF THE CORPORATION.

William F. Rutherford  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: 7/23/91

## WILLOW WALK UNIT TWO PHASE ONE

IN SECTION 1, TWP. 8S., RGE. 29E.,  
ST. JOHNS COUNTY, FLORIDA  
OWNERS: WILLOW WALK, LTD.