

This Instrument Prepared By:
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**AMENDMENTS TO DECLARATION OF COVENANTS AND RESTRICTIONS OF
THE WILLOWS**

AND AMENDMENTS TO BYLAWS OF THE WILLOWS ASSOCIATION, INC.

THESE AMENDMENTS to the Declaration of Covenants and Restrictions of The Willows and to the Bylaws of The Willows Association, Inc. ("Amendments") are made this 12 day of FEBRUARY, 2007 by EH/TRANSEASTERN, LLC, a Delaware limited liability company (hereinafter referred to as "Declarant"), whose address is 4000 Hollywood Blvd., Hollywood, FL 33021, and;

WHEREAS, EH/TRANSEASTERN, LLC, a Delaware limited liability company is identified as the "Declarant" in the Declaration of Covenants and Restrictions of The Willows, which is recorded at Instrument # 2005000163733 in the Public Records of Lee County, Florida (hereinafter referred to as the "Declaration"), and;

WHEREAS, Article 15, Section 15.1 of the Declaration states in part:

(S)o long as DECLARANT has a right to appoint a majority of the directors of the Association as provided in the ARTICLES, this DECLARATION may be amended from time to time, by DECLARANT and without the consent of the ASSOCIATION or any OWNER...

, and;

WHEREAS, the Bylaws of The Willows Association, Inc. (hereinafter referred to as the "Bylaws") adopt the same definition of "Declarant" as contained in the Declaration, and at Article 9.3.3 states in part:

(S)o long as the DECLARANT is entitled to appoint a majority of the directors, the DECLARANT shall have the right to unilaterally amend these BYLAWS without the joinder or approval of the BOARD or and member...

, and;

WHEREAS, Declarant is entitled to appoint a majority of the directors, and hereby wishes to amend the Declaration and Bylaws as follows.

NOW THEREFORE, in consideration of Declarant's authority under the Declaration and Bylaws, Declarant hereby amends the Declaration and Bylaws as follows:

- A. The above recitations are true and correct.
- B. The Declaration and Bylaws are amended as follows:

Additions indicated by underlining.

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Deletions indicated by ~~striking through~~.

Article 5, Sections 5.1.2 and 5.1.4, Declaration of Covenants and Restrictions

5. MAINTENANCE OF THE SUBJECT PROPERTY.

5.1 By the ASSOCIATION. The ASSOCIATION shall operate, maintain, repair and replace, as a COMMON EXPENSE, the following portions of the SUBJECT PROPERTY, and shall have an easement over the LOTS and the irrevocable right of access to the LOTS and the UNITS from time to time during reasonable hours as may be necessary in connection with the ASSOCIATION's maintenance obligations:

(Subsection 5.1.1 Remains Unchanged)

5.1.2 Landscaping. The ASSOCIATION shall be responsible for the maintenance and care of all landscaping throughout the SUBJECT PROPERTY, in the unpaved portion of contiguous road right-of-ways, and in the portion of any lake maintenance easement contiguous to any LOT or any COMMON AREA. The ASSOCIATION shall plant, remove and/or replace sod, plants, flowers, shrubbery and trees when in the sole discretion of the ASSOCIATION as same is appropriate and in the best interest of the SUBJECT PROPERTY. The ASSOCIATION'S responsibility shall include mowing, trimming, pruning, edging, mulching, maintenance of flora in flower beds, fertilizing, weed control, and landscape-related insect and disease control, as well as any clean-up required in connection with such responsibilities. Notwithstanding the foregoing, if any OWNER installs landscaping on the OWNER's LOT which is materially more expensive to maintain than the landscaping on the other LOTS, the ASSOCIATION will have the right to assess the OWNER of such LOT for the extra cost of maintaining the special landscaping on such LOT, or in the alternative the ASSOCIATION may require the applicable OWNER to maintain such special landscaping as hereafter provided, and if the applicable OWNER fails to pay any such extra cost or maintain such landscaping, the ASSOCIATION will have the right to remove same in the sole discretion of the ASSOCIATION, without liability to the OWNER.

(Subsection 5.1.3 Remain Unchanged)

5.1.4 Subdivision Wells and Water Sprinkler Systems. The ASSOCIATION shall maintain and repair wells (if any), pipes and water sprinkler systems, and shall provide for the regular monitoring,

servicing, cleaning, and adjustment of such sprinkler systems, throughout the SUBJECT PROPERTY.

(Remainder of Article 5 Remains Unchanged)

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Article 7, Section 7.15, Declaration of Covenants and Restrictions

7. USE RESTRICTIONS.

(Sections 7.1 through 7.14 Remains Unchanged)

7.15 Leases. All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies delivered to the ASSOCIATION prior to occupancy by the tenant(s). No lease shall be for a period of less than 7 months, and no UNIT may be lease more than once in any consecutive 12 month period, without the consent of the APPROVING PARTY. All leases of UNITS must be in writing. An OWNER may lease only his entire UNIT and then only in accordance with this Section, after receiving the approval of the APPROVING PARTY. The lessee must be a natural person.

7.15.1 Procedures.

7.15.1.1 Notice by the OWNER. An OWNER intending to lease his UNIT shall give to the BOARD or its designee, written notice of such intention at least forty-five (45) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the BOARD may reasonably require. The BOARD may require a personal interview with any lessee and his spouse, if any, as a pre-condition to approval.

7.15.1.2 BOARD Action. After the required notice, all information or interviews requested, and all fees, have been provided, the BOARD shall have thirty (30) days in which to approve or disapprove the proposed lease. If the BOARD neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the BOARD shall issue a written letter of approval to the lessee.

7.15.1.3 **Disapproval.** A proposed lease shall be disapproved only if a majority of the whole BOARD so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

- the OWNER is delinquent in the payment of assessments at the time the application is considered;
- the OWNER has a history of leasing his UNIT without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his UNIT;
- the real estate company or rental agent handling the leasing transaction on behalf of the OWNER has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior approval of the APPROVING PARTY;
- the application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions as set forth in the DECLARATION, ARTICLES, BYLAWS or any Rules and Regulations;
- the prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude, or is a convicted sexual predator or sexual offender;
- the prospective lessee has a history of conduct which evidences disregard for the rights and property of others;
- the prospective lessee evidences a strong probability of financial irresponsibility;
- the lessee, during previous occupancy, has evidenced an attitude of disregard for the DECLARATION, ARTICLES, BYLAWS or any Rules and Regulations;
- the prospective lessee gives false or incomplete information to the BOARD as part of the application procedures, or the required transfer fees and/or security deposit is not paid; or

- the OWNER fails to give proper notice of his intention to lease his UNIT to the BOARD.

7.15.1.4 Failure to Give Notice or Obtain Approval. If proper notice is not given, the BOARD at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the BOARD, be treated as a nullity, and the BOARD shall have the power to evict the lessee with seven (7) days' notice, without securing consent to such eviction from the OWNER.

7.15.1.5 Applications; Assessments. Application for authority to lease shall be made to the BOARD on such forms and include such terms as the BOARD may provide from time to time. The legal responsibility for paying assessments may not be delegated to the lessee.

7.15.1.6. Maximum Occupancy. All leases shall be limited to two (2) overnight occupants per bedroom.

7.15.1.7 Additional Requirements. All leases will provide, or be deemed to provide, that the lessees, and all occupants have read, and agreed to be bound by, the DECLARATION, ARTICLES, BYLAWS, and any Rules and Regulations, as the same may be amended from time to time (the "GOVERNING DOCUMENTS"). The OWNER shall be responsible for providing copies of the GOVERNING DOCUMENTS to the lessees and occupants.

7.15.2 Term of Lease and Frequency of Leasing. The minimum lease term shall be six (6) months, and the maximum lease term shall be twelve (12) months, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the BOARD may, in its discretion, approve the same lease from year to year. No UNIT may be leased more than once in any year, and the first day of occupancy under the lease shall determine in which year the lease occurs. No subleasing or assignment of lease rights by the lessee is allowed.

7.15.3 Occupancy During Lease Term. No one except the lessee, his family members within the first degree of relationship by blood, adoption, or marriage, and their spouses and guests may occupy the UNIT.

7.15.4 Occupancy in Absence of Lessee. If a lessee is absent from the UNIT for any period of time during the lease term, his family within the first degree of relationship already in residence may

continue to occupy the UNIT and may have guests who are also subject to the GOVERNING DOCUMENTS. If the lessee and all family members mentioned in the foregoing sentence are absent, no other person may occupy the UNIT.

7.15.5 Regulation by Association. All of the provisions of GOVERNING DOCUMENTS shall be applicable and enforceable against any person occupying a UNIT as a lessee or guest to the same extent as against the OWNER. All leases will provide, or be deemed to provide, that any violations of the GOVERNING DOCUMENTS shall constitute a material breach of the lease and subject the lessees and all occupants to eviction as well as any other remedy afforded by the GOVERNING DOCUMENTS or Florida law. If lessees or occupants fail to abide by the GOVERNING DOCUMENTS, the OWNER shall be responsible for the conduct of such lessees or occupants and shall be subject to all remedies set forth in the GOVERNING DOCUMENTS and Florida law without waiver of any remedy available to the ASSOCIATION as to the lessees or occupants. The OWNER shall have a duty to bring the lessees' or occupants' conduct into compliance with the GOVERNING DOCUMENTS by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the OWNER fails to bring the conduct of the tenant or occupant into compliance with the GOVERNING DOCUMENTS, the ASSOCIATION shall have the authority to act as agent of the OWNER to undertake whatever action is necessary to abate the lessees' or occupants' noncompliance with the GOVERNING DOCUMENTS, including without limitation the right to institute an action for eviction against the tenants and occupants in the name of the ASSOCIATION, or as agent of the OWNER. The ASSOCIATION shall have the right to recover any costs or fees, including attorneys fees, through trial and any appeal, incurred in connection with such actions from the OWNER.

7.15.6 Fees Related to the Lease of Homes. Whenever herein the BOARD'S approval is required to allow the lease of a UNIT, the ASSOCIATION may charge the OWNER a preset fee for processing the application, such fee not to exceed \$100.00 per applicant. No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The prospective lessee shall also be required to provide a refundable security deposit in the amount equal to one month's rent to the ASSOCIATION. The ASSOCIATION will maintain the security deposit in a non-interest bearing escrow account. Security deposits shall protect against damages to the COMMON AREAS.

(Remainder of Article 7 Remains Unchanged)

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Article 15, Section 15.1, Declaration of Covenants and Restrictions

15. AMENDMENT.

15.1 This DECLARATION may be amended upon the approval of not less than the affirmative vote of 2/3 of the OWNERS present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, except that if any provision of this DECLARATION requires more than a 2/3 vote of the OWNERS to approve any action, such provision may not be amended to require a lesser vote, and may not be deleted, without the same number of votes required to approve such action. In addition, so long as DECLARANT has the right to appoint a majority of the directors of the Association as provided in the ARTICLES, this DECLARATION may be amended from time to time, by DECLARANT and without the consent of the ASSOCIATION or any OWNER, and no amendment may be made by the OWNERS without the written joinder of DECLARANT. Such right of DECLARANT to amend this DECLARATION shall specifically include, but shall not be limited to, (i) amendments adding any property which will be developed in a similar manner as the SUBJECT PROPERTY, or deleting any property from the SUBJECT PROPERTY which will be developed differently than the SUBJECT PROPERTY (provided that any such amendment shall require the joinder of the owners of such property or any portion thereof if the owners are different than DECLARANT, and further provided that DECLARANT shall not have the obligation to add any property to or delete any property from the SUBJECT PROPERTY), and (ii) amendments required by any INSTITUTIONAL LENDER or governmental authority in order to comply with the requirements of same. In order to be effective, any amendment to this DECLARATION must first be recorded in the public records of the county in which the SUBJECT PROPERTY is located, and in the case of an amendment made by the OWNERS, such amendment shall contain a certification by the President and Secretary of the ASSOCIATION that the amendment was duly adopted.

(Remainder of Article 15 Remains Unchanged)

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Article 9, Section 9.3.1, Bylaws

9. AMENDMENTS.

Except as otherwise provided, these BYLAWS may be amended in the following manner:

(Sections 9.1 and 9.2 Remains Unchanged)

9.3 Adoption of Amendments.

9.3.1 A resolution for the adoption of the proposed amendment shall be adopted by not less than ~~a majority of the votes of the entire membership of the ASSOCIATION~~ the affirmative vote of two-thirds (2/3) of the voting interests of the ASSOCIATION present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present.

(Remainder of Article 9 Remains Unchanged)

C. In all other respects, the Declaration and Bylaws shall remain unchanged.

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