



VillageWalk

SARASOTA FLORIDA

on Palmer Ranch





VillageWalk of Sarasota Homeowner's Association, Inc.

Covenants Policy and Procedure

The purpose of this Covenants Policy and Procedures (this "Policy") is to implement uniform procedures for ensuring compliance with the Declaration of Covenants, Conditions, Restrictions and Easements for VillageWalk of Sarasota, as amended; the By-Laws of VillageWalk of Sarasota Homeowners' Association, Inc., as amended; and the Rules and Regulations of VillageWalk of Sarasota Homeowners' Association, Inc. as amended (hereinafter, the "Association" or "VillageWalk of Sarasota"). All members are encouraged to familiarize themselves with the Declaration, the Bylaws, and the Rules and Regulations.

Sections 3.25 and 5.3 of the Association's Bylaws allows the Association to levy reasonable fines against, and suspend certain rights of, any member or any member's tenant, guest, or invitee for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the Declaration of Covenants, Conditions, Restrictions and Easements for VillageWalk of Sarasota, as amended; the Bylaws of VillageWalk of Sarasota, as amended; or the Rules and Regulations of the Association.

The Board may adopt uniform fine rates for violations up to \$250.00 per single violation and a separate fine for continuing violations which may accrue for each day of the continuing violation up to \$10,000.00. Suspensions of common areas and facilities may apply to owners, their resident family members, guests, invitees and tenants. Delinquencies on any monetary obligation exceeding more than ninety days may also be subject to suspension of common area use and suspension of voting rights as further outlined in the Bylaws. This Policy is not intended to address all possible enforcement rights and is intended to address procedures for initial fining and suspension of common area use rights if a violation occurs.

Violations may be categorized as either curable or non-curable. If a violation is a curable offense, curing the violation before the fine or suspension is approved by the Covenants Committee may avoid the fine or suspension being imposed. The Association may, but is not required, to tell you whether the violation is curable. Determination of whether a violation is curable or non-curable shall be in the Board's sole discretion and the Board may adopt guidelines for the same.

The following procedures are intended to inform owners of how fines and/or suspension of use rights may be administered by the Association and its Property Management Company (hereinafter, the "Town Manager and Staff") to ensure compliance with the Declaration, the Bylaws, and the Rules and Regulations:

- 1) Town Manager and Staff receives direction from the Board of Directors on the degree of enforcement and frequency of inspections and may conduct inspections of the Lots within the VillageWalk of Sarasota community to identify violations of the

Governing Documents. Suspected violations may be reported to Town Manager and Staff or the Board of Directors by the Architectural Control Committee ("ACC"), other committees established by the Board, and other owners. The Board may direct Town Manager and Staff to provide a courtesy notice and opportunity to cure to the owner before levying a fine or suspension, but there is no requirement to do so.

- 2) If the Board believes a violation exists, the Board may levy a fine and/or suspend certain rights to use common areas and facilities. This may occur at a regularly scheduled Board meeting or at a specially called meeting. The agenda and meeting minutes will include the address of the person sought to be fined or suspended. A failure to enforce any provision of the Governing Documents shall not be deemed a waiver of the Association's right to do so.
- 3) After the Board of Directors levies a fine and/or suspension, the fine and/or suspension must either be approved or rejected by the Covenants Committee. The Covenants Committee will conduct a hearing at which the party sought to be fined and/or suspended shall have the right to attend the hearing, to have counsel present, to present evidence or testimony, and to cross-examine witnesses. The agenda and meeting minutes of the Covenants Committee will include the address of the person that the Covenants Committee is considering approving or disapproving a levied fine and/or suspension.
- 4) At least fourteen (14) days prior to the Covenants Committee hearing to approve or reject the fine and/or suspension, a notice letter will be sent to the owner sought to be fined and/or suspended. The notice letter identifies the violation, identifies the amount of the fine and/or length of suspension, invites the owner to attend the Covenants Committee meeting, and identifies where and when the meeting will be held. The notice letter provides a minimum fourteen-day advance notice and sent via U.S. certified mail, return receipt requested. If an owner has consented to receive notice via electronic mail, the notice may be provided via e-mail to the address in the Association's official records. The Covenants Committee hearing may take place regardless of whether the owner or person actually attends. If the owner is unable to attend the scheduled hearing, the owner may contact Town Manager for alternative dates.
- 5) Within seven (7) days after the Covenants Committee hearing at which a levied fine and/or suspension is either approved or disapproved, a notice letter will be sent to the owner outlining whether the Covenants Committee has approved or rejected a fine and/or suspension and will include the amount of that fine and/or length of time of the suspension. The notice letter will be sent via U.S. certified mail, return receipt requested. If an owner has consented to receive notice via electronic mail, the notice may be provided via e-mail to the address in the Association's official records. If a fine has been approved the fine will be due and payable within five (5) days of providing the notice to the owner and will be considered late if not paid within fifteen (15) days. A fine that is not paid within fifteen (15) days will be considered an Assessment and collected in the same manner and subject to interest at the highest rate allowed by law, plus a twenty-five (\$25.00) late fee per fine.

- 6) If the violation is curable and the owner indicates that the violation has been cured, Town Manager and Staff, a Board member, or a Board designee may perform a follow-up inspection to determine that the violation has been cured. If a hearing before the Covenants Committee is pending, the hearing will not be cancelled unless and until the Association confirms that the violation has been cured. Any fine and/or suspension which has already been levied by the Board and approved by the Covenants Committee will remain in effect unless and until the Association confirms that the violation has been cured.

- 7) In the event a fine remains unpaid for more than ninety (90), the Board may suspend the rights of the owner and the owner's resident family members, tenants, guests, and invitees to use the Common Areas and facilities, as well as suspend the voting rights of the member, until the fine is paid.

This Policy is intended for guidance purposes only and the Board of Directors and its designees, including Town Manager and Staff, may deviate from this Policy in the Board's sole and absolute discretion so long as the action complies with the terms of the Declaration and Bylaws. This Policy is not intended to, nor should it be construed, as limiting other rights and remedies authorized by the Declaration, Bylaws, and Florida law, including without limitation self-help remedies and legal action. This Policy is also not intended to address past due assessments other than fines.

In the event of a conflict between this Policy and the Declaration or Bylaws, the Declaration and Bylaws shall control.

Notice of Compliance Committee Hearing Letter

(Date Mailed)

Owner(s):

Address:

Re: Notice of Hearing

Place on VW letterhead including address and toll free phone number

Send via USPS certified mail, return receipt requested and email

Dear _____

This notice is to advise you of the following incident of noncompliance (Description of Noncompliance citing specific provision of Governing Documents and include date of observation). Accordingly, the Board of Directors has levied a fine against you in the amount of (dollars per day or insert flat amount if applicable).

A hearing before the Compliance Committee will be held on _____ at 2:00 p.m. at The Town Center, 8109 Camminare Drive, Sarasota, FL 34238 to determine whether to confirm or reject the fine levied by the Board of Directors.

You have the right to attend the hearing to have counsel present, to present evidence or testimony, and to cross-examine witnesses. If possible, please confirm in advance if you plan to attend. If you are unable to attend the hearing on the date scheduled, please contact the undersigned to discuss possible alternative dates. Whether to permit an alternative hearing date will be in the sole discretion of the

In the event the Covenants Committee confirms the fine levied by the Board of Directors, such fine will be imposed. If the Covenants Committee rejects the fine, no fine will be imposed. You will receive written notification of the decision of the Covenants Committee.

Sincerely,

Castle Management, LLC
On behalf of VillageWalk of Sarasota
Homeowners' Association, Inc.

Photo of Non-Compliance

Notice of Compliance Committee Determination Letter

(Date Mailed)

Owner(s):

Address:

Re: Notice of Hearing

Place on VW letterhead including
address and toll free phone number

Send via USPS certified mail, return
receipt requested and email

Dear _____

This notice is to advise you that on _____, the Covenants Committee confirmed the fine levied by the Board of Directors in the amount (dollars per day or insert flat amount if applicable) for the (Description of Noncompliance citing specific provision of Governing Documents). The total amount of the fine through the date of this letter is \$_____. Payment is due on or before five (5) days from the date of this letter. You may remit payment to the Association at the address above by check payable to "VillageWalk of Sarasota Homeowners' Association, Inc."

The fine will be considered late if not paid within fifteen (15) days. A fine that is not paid within fifteen (15) days will be considered an assessment and collected in the same manner and subject to interest at the highest rate allowed by law, plus a twenty-five (\$25.00) late fee per fine. In addition, the Association may exercise its rights under the Declaration, Bylaws, and Florida law to collect the fine and address the noncompliance, including without limitation, correcting the noncompliance and charging the cost to you, suspension of your right to use the common areas and facilities, placing a claim of lien against your property in the event that the total fine exceeds \$1,000.00, or taking other legal action.

Thank you for your prompt attention to this matter.

Sincerely,

Castle Management, LLC
On behalf of VillageWalk of Sarasota
Homeowners' Association, Inc.

Notice of Compliance Committee Determination Letter

(Date Mailed)

Owner(s):

Address:

Re: Notice of Hearing

Place on VW letterhead including
address and toll free phone number

Send via USPS certified mail, return
receipt requested and email

Dear _____

This notice is to advise you that on _____, the Covenants Committee did not approve the fine levied by the Board of Directors in the amount (dollars per day or insert flat amount if applicable) for the (Description of Noncompliance citing specific provision of Governing Documents). Therefore, no fine is due and owing at this time.

Sincerely,

Castle Management, LLC
On behalf of VillageWalk of Sarasota
Homeowners' Association, Inc.

Common Violations - Schedule of Fines

	Reference Document	First Letter Days to comply are as follows:	Hearing Letter 14 day Hearing Notice required by Florida Statute	Fine per Infraction Fining amount determined by the HOA Board (up to)
General Maintenance				
General Maintenance misc. cleaning & repair)	(including Dec. 12.3 (F)	30	14	\$250.00
Clean Driveway, Sidewalk, Pavers	Dec. 12.3 (F)	30	14	\$250.00
Exterior Paint touch up and repair	Dec. 12.3 (F)	30	14	\$250.00
Landscape Maintenance				
Landscape Maintenance non-compliance of materials)	(including ACC Guidelines	14	14	\$250.00
Potted Plants	ACC Guidelines	14	14	\$250.00
Exterior Decorations / Items (removal)	ACC Guidelines	14	14	\$250.00
Doors (Screen Doors, Glass Inserts) changing requires ACC approval	ACC Guidelines	30	14	\$250.00
Residential Living Standards				
Animals and Pets	Dec. 12.3 (D)	Immediate	14	\$250.00
Lake / Pond Access	Dec. 12.3 (Q)	Immediate	14	\$250.00
Nuisances and Hazardous Materials	Dec. 12.3 (E)	Immediate	14	\$250.00
Parking / Vehicular Restrictions & Violations	Dec. 12.3 (V)	Immediate	14	\$250.00
Signs (for rent, for sale, political)	Dec. 12.3 (A)	Immediate	14	\$250.00
Trash / Debris / Containers	Dec. 12.3 (F)	Immediate	14	\$250.00
Home Business Use	Dec. 12.3 (S)	Immediate	14	\$250.00
Improper Conduct	Board Meeting Conduct Policy/Conduct & Comms Stds	Immediate	14	\$250.00
Leases and Rentals (including advertising)	Dec. 18.1 - 18.4	7	14	\$250.00
Illegal Discharge of Firearms	Dec. 12.3 (E)	Immediate. Refer to Sarasota Sheriff's Office immediately		
Architectural Control Standards				
Architectural Review Committee Violations*	Dec. 11.1 - 11.7	30	14	\$250.00

Violations will be considered for the maximum fining amount, up to \$10,000.00. The Board of Directors is to determine the frequency/schedule of unresolved violation fines.

Board of Directors has the right to restrict member "use rights" by deactivation of access control devices. (RFID, Key Fob, etc.)

Amendment to ACC Policy
Village Walk Standing Seam Metal Roof
Community Wide Standard

Panel material shall be 24 Guage/Galvalume coated metal with striating

Seam height shall be 1 ½ inches in height and seams shall be 16 inches in width

Roof shall be installed with concealed fasteners with appropriate clip spacing and snap lock seam

Approved color choices are paint colors with a low glare/flat finish , Kynar/PVDF-Polyvinylidene Flouride coating in the following colors:

Terra Cotta

Medium Bronze

Charcoal Gray

Dove Gray

Regal Red

Rustic Red



RESOLUTION ADOPTING CONDUCT AND COMMUNICATIONS STANDARDS REGARDING ASSOCIATION DIRECTORS, COMMITTEE MEMBERS, MANAGEMENT, OPERATIONS, AND BUSINESS

WHEREAS, VillageWalk of Sarasota Homeowner's Association, Inc. (the "Association") is a Florida not for profit corporation and governed by that certain 2007 Amended and Restated Declaration of Covenants, Conditions and Restrictions for VillageWalk Sarasota recorded at Instrument Number 2007103986, of the Public Records of Sarasota County, Florida, as amended (the "Declaration")

WHEREAS the Declaration empowers the Board of Directors to adopt Rules and Regulations governing the use and operation of the Properties;

WHEREAS the Association recognizes that Board members and Committee members are volunteers and wishes to encourage Owners to serve as members of the Board and Committees and to prevent verbal, written, or physical harassment or interference of the Board and its Committees;

WHEREAS the Association recognizes that the management company employees and Association vendors are tasked with duties throughout the Properties and may encounter unreasonable interference from Owners, guests, tenants (commercial or individual), invitee, licensee or other occupant; and

NOW THEREFORE BE IT RESOLVED by the Board of Directors that the following rules and regulations be, and the same are hereby, adopted by and on behalf of the Association:

1. Capitalized terms when used herein shall have the same meanings ascribed to such terms as are set forth in the Declaration. The term "Director" shall mean and refer to any person serving on the Board. The term "Officer" shall mean and refer to any person holding an office defined as such in the Bylaws of the Association. The term "Committee Person" shall mean and refer to any person holding a position on any Committee.
2. It is hereby made a violation of the Rules and Regulations for any Member Owner, Tenant, invitee, licensee, Guest, or other person in VillageWalk of Sarasota to attempt to or to directly or indirectly harass or otherwise interfere with the Board or any Committee, or any Director, Officer, or Committee Person while such Director, Officer, or Committee Person is acting in his or her respective capacity as a Director, Officer or Committee Person.
3. It is hereby made a violation of the Rules and Regulations for any Member, Owner, Tenant, invitee, licensee, Guest or other person in VillageWalk of Sarasota to take any action to communicate at an unreasonable hour; to harass whether verbally, in writing, or physically; or to otherwise threaten or interfere with the right of quiet enjoyment of any Director, Officer, or Committee Person related to any action taken by the Board or Committee or by that Director, Officer, or Committee Person on any issue pending or expected to be pending before the Board.
4. It shall further be made a violation of the Rules and Regulations for any Member, Owner, Tenant, invitee, licensee, Guest or other person in VillageWalk of Sarasota to attempt to or to directly or indirectly harass or otherwise interfere with the duties and responsibilities of the Association's Management Agent, any employee of the Management Agent, any company contracted by the Association to provide products and/or services at VillageWalk of Sarasota, or any employee of such contracted company. Members, Owners, Tenants, invitees, licensees, Guests and other persons in VillageWalk of Sarasota shall at all times conduct themselves in a courteous and neighborly manner towards the Management Agent, its employees, any company contracted by the Association to provide products and/or services at VillageWalk of Sarasota and any employee of such contracted company

and shall not take any action to harass, whether verbally, in writing, physically, or to otherwise threaten or interfere with the tasks and duties of the Management Agent, its employees, any company contracted by the Association to provide products and/or services at Village Walk of Sarasota and any of such contracted company's employees.

5. It shall further be made a violation of the Rules and Regulations for any Member, Owner, Tenant, invitee, licensee, Guest or other person in Village Walk of Sarasota to direct or instruct, or attempt to direct or instruct any employee of any company contracted by the Association to provide products and/or services at VillageWalk of Sarasota, unless otherwise expressly authorized by the Board or an Officer thereof.
6. It shall further be made a violation of the Rules and Regulations for any Member, Owner, Tenant, invitee, licensee, Guest of other person in VillageWalk of Sarasota to contact, solicit seek out or attempt to contact, solicit, or seek out, any company to provide products or services to the Association or at the Association's expense.
7. As used herein, the words "harass" and "interfere" shall mean any conduct that is not consistent with the highest standards for a first-class residential community, including but not limited to, yelling, cursing, annoying persistently, intimidating, bullying, cyberbullying, other types of abusive behavior, and using threatening language or threatening body language. Abusive behavior and speech shall also include, but is not limited to words, online postings, epithets, gestures, or actions which are derogatory, insulting, hurtful, offensive, or cause discomfort to another person. Whether a reported act of harassment is an isolated incident or repetitive, the determining factor will always be whether the targeted individual felt intimidated, threatened, and bullied and not whether the angry individual viewed his or her actions as abusive or intimidating or intended them that way. Harassing, abusive speech and or behavior, however defined, will not be tolerated.
8. **Enforcement of Conduct and Communication Standards.**
 - 1) The Board of Directors may take whatever appropriate legal action is available against any individual who fails to comply with the Rules and Regulations set forth in this Resolution, including but not limited to the levy of fines and the suspension of use rights. If the Association chooses to fine for a violation of the Rules and Regulations set forth in this Resolution, the schedule of fines shall be as follows:
 - 2) **First Offense - \$100.00**
Second Offense - \$150.00
Third Offense - \$200.00
Any Subsequent Offense after the Third Offense - \$250.00
 - 3) Nothing in this Resolution shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.
 - 4) The Board of Directors shall have the authority to interpret and implement the provisions of this Resolution and make decisions and judgments arising hereunder on a case-by-case basis. The Board may take prior behavior and prior actions into account in determining whether to pursue a violation of this Resolution and/or the severity of a violation in the Board's discretion.

The Rules and Regulations set forth in this Resolution shall be effective upon the date approved by the Board of Directors.

AUTHORIZED BY: Board of Directors ORIGINAL DATE ISSUED: May 22, 2023

ARCHITECTURAL CONTROL POLICY

10/21/2025

VillageWalk of Sarasota Homeowners Association, Inc.

SUMMARY: The Association is responsible to regulate the exterior appearance of Owners' homes and lots to best preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

POLICY: Owners must get pre-approval for all modifications, additions, or deletions to the exterior of their homes or lots. The Association's Architectural Control Committee (ACC) is appointed by the Board of Directors to review such requests and shall approve, approve with conditions, or deny requests based on the below guidelines, precedents, and the Association's governing documents.

PROCEDURES:

Owners

- Must abide by the policy guidelines.
- Shall pay all costs (e.g., legal, removal, etc.) if the Association is required to enforce this policy.
- Unless noted to the contrary, shall complete an ACC application, with a \$500 security deposit (unless the work to be performed will be done by the HOA's currently contracted landscape company) and submit additional information as may be required in the guidelines below.
- Must self-fund all ACC requests (with the exceptions of certain Common Area trees) including the cost to locate, repair or move utility and irrigation systems if required.
- Shall be responsible in perpetuity for maintaining the appearance and good repair of all approved changes and, if necessary, replacing any worn components or dead landscaping (except 2-year limit for Owner installed replacement of Developer/HOA installed landscaping).
- Acknowledge that Association staff or contractors shall not be held responsible for Owner installed landscaping/landscaping elements.
- May appeal an ACC disapproval to the Board in writing. The written appeal must be received by the Board not more than thirty (30) days following the final decision by the ACC.
- To ensure that the ACC has an adequate time period to review all non-standard ACC applications, the ACC applications can only be submitted from the day after the monthly scheduled ACC meeting usually held on the first Tuesday of the month until forty-eight (48) hours prior to the next scheduled ACC meeting.

The ACC

- Shall approve, modify, or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it.

- The following guidelines are intended to indicate the minimum criteria without limiting the ACC's ability to require additional conditions be met - for approval of these requests.

The Board

- Shall have forty-five (45) days following receipt of an Owner's appeal to render its written decision.
- May only reverse an ACC decision going against an Owner if requested by the applicant.
- ~~Cannot reverse a favorable ACC decision.~~

GUIDELINES:

Access Ramps

A drawing of the proposed installation and physician's Certification of Need will be necessary for approval.

Air Conditioning Installations

Replacement air conditioners may be installed in the same location as the existing air conditioners with ACC approval. Any planting destroyed in the process must be replaced by the Owner. Additional air conditioners for a garage or bedroom can be installed with a drawing of where the new unit will be placed and a completed ACC application. The unit must be screened with hedge plantings and the pipes must be painted to match the wall color.

Awnings

A drawing showing the design and location of the Awning along with a fabric sample will be necessary for approval. Awnings have been approved for lanais and sliding glass doors on the side of homes.

Back Up Generator

No ACC approval is required for gasoline powered generators which will be stored in the garage and **deployed only during a power outage**. A drawing and informational material shall be required for ACC approval of propane generators to be permanently installed on the exterior of a home. All propane tanks must be buried.

Bird Spikes/Deterrents

Samples or informational material, number and locations shall be required for ACC approval.

Basketball Standards & Other Recreational Items

Basketball backboards and other recreational items must be stored from view of the street and neighboring units after each use.

Coach Lights

Coach lights should be Black, with clear glass or plastic. The light may not exceed 19 inches in length or 10 inches in width.

Concrete/Lanai Additions

A drawing will be necessary for approval. Lanai additions can be up to the width of the home (in Capri to rear sidewalk) and cannot go past the privacy wall. If no wall exists, then no further than existing like models on the property.

Door and Shutter Colors

Entry doors (not the door frames) and shutters may be painted a color other than white. The approved colors are based on the style of the home and the existing exterior color of the home. Townhomes are excluded from this Policy and must retain the existing color of their shutters. The ACC approved door and shutter colors are depicted in the door and shutter binder located in the HOA office and online on the TownSq website (ACC – Architectural Control Committee). The paint used must be semi-gloss or high gloss.

Approved Entry Door/Shutter Colors (except Townhomes) listed below are all Benjamin Moore paint, except where noted -

- Tropical Turquoise
- Black Beauty
- Twilight Blue
- Hale Navy
- Hot Tamale
- Picture Perfect
- Capri Seas
- Daydream
- Berry Fizz
- Simple Pleasures
- Mosaic
- St Barts (Sherwin Williams)

Townhome Shutter Colors listed below are Florida Paints -

- Black (432 Stock Black)
- White (C-2, L-3, B-1 per gallon)
- Green (B-2Y42, C-3Y, D4Y24, KX-32 per gallon)
- Brown (B-3Y4, C-32, I6Y40, KXY6 per gallon)

Door Inserts

A brochure showing the style and type of glass insert will be necessary for approval. Door frames must be remain white.

Exterior Decorative Objects

Owners may place no more than 10 items total (potted plants (no artificial plants permitted), planters/pots without plants, benches, chairs, wildlife figures, wreaths, and similar items on the outside perimeter of the lot, excluding inside the lanai without ACC approval.

Items excluding plants may not exceed four feet in height and 18 inches in width nor can they emit any noise (e.g., wind chimes) or structural movements (e.g., windmills, spinners). Such items must be maintained in good condition. Benches shall not exceed six feet in length. Poles holding potted plants may not exceed six

feet in height.

Items on lanai/patio/pool areas, inside Oakmont porticos, on Carlyle and Townhome porches are excluded from this section of the policy.

Items placed in the rear of homes other than items on lanai/patio/pool areas must comply with this policy.

Birdfeeders and birdbaths are not permitted on residential properties. Sculptures and fountains outside the lanai/patio/pool areas require ACC approval.

Items exceeding these guidelines (including items fastened or affixed to exterior walls) require an application and approval by the ACC.

All items placed in a landscape bed must be placed no closer than one foot from edge of the bed and shall not interfere with lawn mowing or landscape maintenance.

Neither the Association nor its landscape contractor shall be responsible for damage to these items and such items must be stored in the event of a hurricane.

Notwithstanding this policy, the Board reserves the right to require the Owner to submit an application to the ACC for approval should one or more of the items appear to fail to meet the Community Wide Standard to best preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Exterior Lights

A drawing showing where the new lighting will be located along with a brochure of the suggested lighting style to be installed will be necessary for approval.

Additional lighting cannot disturb or shine into a neighbor's home. Lighting placed in plant beds must be at least 12 inches from the grass for ease of maintenance. Any landscape lighting installed must have electrical lines buried 6 inches below ground level. Any damage that occurs by maintenance crews is at the owner's risk and responsibility to repair, with the exception of contractor negligence.

Flags and Home Decorations

The US Flag and flags of the United States Armed Forces in accordance with state statutes may be displayed in VillageWalk. No approval is necessary if the flag is to be attached to the side of the home. Political flags of any kind are not permitted. Holiday and sports flags may also be displayed temporarily or seasonally.

All exterior lights must be approved by the ACC, except for seasonal decorative lights, which may be displayed between December 1st and January 10th only.

All exterior home decorations for days of celebration (i.e. Valentine's Day, etc) shall be permitted up to 7 days prior and 7 days after the celebration date.

French Drains

French drains may be installed if a drawing along with an ACC application is provided.

Garage Doors

Garage Doors are to be panel door style and white in color. No glass inserts are allowed. Door vents are approved.

Geothermal HVAC

Informational material and location shall be required for ACC approval.

Gutter Modifications

A drawing of what additions or changes are being made to the gutter system will be necessary for approval. Only white gutters are allowed (bronze gutters allowed on bronze cages only). White (or house colored) downspout extensions do not need ACC approval.

Hose Caddies

No approval is necessary for hose caddies which the homeowner should make their best effort to hide from the view of the street.

Hot Tubs/Spas

A brochure showing the style and dimensions of the new above ground hot tub/spa will be necessary for approval. In ground spas follow the same procedures as a pool installation.

Hurricane Shutters

Permanently installed hardware for shutters, panels, screens and rollups shall be painted to match the principal color of the structure to which it is attached, or to match the trim color of the Unit, whichever will make the hardware the least noticeable, with the exception of metal and clear shutters, which need no prior approval. All other types of hurricane protections materials need to be approved prior to installation. No plywood panels are permitted.

All hurricane shutters, panels, screens and rollups shall meet the following utilization standards:

- a. They may be put in place or closed after the National Hurricane Center has announced that a named Tropical Storm is likely to occur within the vicinity of the Peninsula of Florida and they are to be removed or opened within five (5) days after the threat of the storm has passed.
- b. However, each Hurricane Season, as defined by June 1st – November 30th, they may be erected and left in place for a maximum of two, thirty (30) day periods. These two, thirty (30) day periods may be consecutive. This will include shutters that are partially deployed. Owners/residents opting to do this will be required to notify the Town Manager, in advance, in writing, of their address and the date of the deployment of the shutters.
- c. Transparent (colorless) shutters may be in place anytime **during the hurricane season**.

Kickplates

Kickplates may be installed on a lanai cage with the following restrictions:

- a. The kickplate must be the same height as your existing screen door kickplate, providing that does not exceed 10.25".
- b. The new kickplate must be professionally installed, white aluminum and installed on the outside of the cage.
- c. The kickplate must be kept clean and in good condition.

Landscape Edging

Landscape edging may be installed along mulch bed areas abutting driveways and residential sidewalks. The edging must cover the entire mulch bed frontage and consist of commercial landscape edging designed for this specific purpose. There are approved types of edging on TownSquare website from which choices may be made. Wood and plastic edging are not permitted. Edging is not permitted along grass areas.

Where two units share the same planting bed, the ACC will require both Owners to agree to the installation for the entire bed. If more than one planting bed on the same lot is to receive edging, the ACC will require the same edging material to be used for each. Edging is not permitted to be installed parallel to and abutting common area sidewalks.

A complete drawing of where the edging will be installed along with a sample of the proposed edging material must be submitted with the ACC application. Edging must be properly installed, cleaned and maintained in good condition or be removed by the Owner. Owners must agree that neither the Association nor its landscape contractor shall be responsible for any damage to installed edging.

Pavers - Walks/Decks/Drives

A drawing showing the additional paver location along with a sample (or picture) paver, will be necessary for approval. The clear sealing of brick pavers does not require ACC approval.

Painting

All surfaces, including but not limited to walls, shutters, trim, gutters and downspouts must be repainted the same colors as originally used by the developer (sample to be preapproved). For more details see current Board approved "VillageWalk Cleaning and Painting Policy". No spraying of paint is permitted by homeowners.

Approved Paint Colors (Florida Paint) are –

Apricot (F-4, C-1Y12, L-3 per gallon)

Beige/Tan (C-12, I-.5, L-12 per gallon)

Yellow (AXX-18, C-34 per gallon)

White (C-2, L-3, B -1 per gallon)

Townhome Tan (Light Stucco- C-12, I-.5, L-12 per gallon/Dark Stucco- B-14, CY18, I-16 per gallon)

Townhome Yellow (Light Stucco- AXX-18, C-34 per gallon/Dark Stucco- C-2Y25, I-7 , L-11.5 per gallon)

Townhome Apricot (Light Stucco- F-2, C-33, L-1.5 per gallon/Dark Stucco- F-4, C-1Y12, L-3 per gallon)

Deck/Walkway (C-13.5, B-.5, L-19.5 per gallon)

Plantings (Trees, Plants and Shrubs)

Please refer to the Trees, Plants and Shrubs Policy for further details, especially concerning Owner responsibilities pertaining to additional plantings that apply to both current and future Owners.

Additional and/or replacement plantings must conform to community standards, be selected from the VW plant palette selections of acceptable plantings, be compatible in size to the surrounding plantings, and be installed in a location deemed appropriate by the ACC.

Requests for the removal and possible replacement of trees can be approved for most trees including, in some cases, trees in common areas for which the Association may share in the costs. If a replacement is deemed necessary, it must be from the specific list of tree replacement plantings but does not necessarily have to go in the exact spot of the planting being removed. Planting of annuals in existing beds does not require ACC approval.

Residents who have placed 'No Trim' or 'No Spray' on their property, as a change to the exterior of their property and a change to Community Wide Standards are required to complete an ACC Application. This will be noted on the Resident's home record and disclosed at any home sale/closing to new buyer. By placing these signs on their property, residents assume full responsibility to manage and maintain landscape plantings and/or landscape beds.

Residents placing these signs must maintain their property to the VillageWalk standards, with HOA Management able to inspect at any time to ensure compliance.

Plant and Tree Selection Policy

VillageWalk (hereinafter VW) is utilizing the "The Florida-Friendly Landscaping Guide to Plant Selection & Landscape Design" from the University of Florida/IFAS Extension Service and the Florida Department of Environmental Protection and the VillageWalk plant palette book.

Not every plant or tree in the guide will grow everywhere. Hence the principle known as “Right Plant, Right Place” will be utilized. There will be certain plants and trees within the guide that will not be allowed to be planted – due to past experience and problems suffered in VW. Additionally, the previous “rule” that when a tree was removed, an approved replacement tree had to be planted may NOT be required depending on location and remaining plants and trees adjacent to that specific area. Finally, other plants and trees which the ACC or Board concludes are Florida-Friendly and will prosper in VW may, from time to time, be added to the list of approved plants and trees.

Pools & Cage (Pools in-ground only – above ground pools are not allowed)

A drawing showing the pool’s shape and location on the plot plan and where the necessary equipment will be located will be needed for approval. In addition, a drawing of the mansard cage (except where roof line differs) will need to accompany the application. The cage frame must be white or bronze with charcoal screening. All pool construction related activity must be completed in no more than 1 year from start of construction. The office must be notified when construction starts. Pool equipment and heaters must be screened with hedge plantings (e.g., Hibiscus, Eugenia, or Viburnum) planted 30” high and 18” on center at installation. If there is going to be landscaping after the pool’s installation, a separate drawing must be done showing the new plantings. Also, if solar heat is going to be installed, a separate drawing showing how the panels will be placed on the roof will be necessary (see more details below about solar installations)

Pool Heaters

A drawing of where the new heater will be placed on the plot will be necessary for approval. Must be screened with hedge plantings (e.g., Hibiscus, Eugenia, or Viburnum) planted 30” high and 18” on center at installation.

Porch Railings (Carlyle Units)

A drawing or picture of proposed railing addition will be necessary for approval. Porch railing must match in style and color (white) of the existing Carlyle units.

Replacement Windows

A drawing of where the new windows will be installed on the home will be necessary for approval. Windows must match the existing style currently in place, the frames must be white and have Colonial grids. If replacing with hurricane glass the glass may be clear or Azure in color. If another glass color is requested an actual sample of the glass must be provided with the ACC application for approval.

Roof Repairs

Roof repairs DO NOT need ACC approval. The replacement tiles should be the same as the current tiles or as close in color to the current tiles as possible.

Roof Replacement

A complete roof replacement DOES need ACC approval. The color and style of the new roof must be approved by the ACC committee (approved colors and styles may be found on the TownSquare website- Architectural – ACC application).

The style choices for roofs are barrel or flat tile.

Listed below are the currently approved tile colors –

Eagle Tile Colors:

Adobe Blend
Bloomingdale Blend (Belair)
Bridgeport Blend Copper (Belair)
Hillsborough Blend (Belair) flat
Kona Red Range (Capistrano)
Light Gray Range (Belair)
Sandborn Blend (Capistrano)
Sunrise Blend (Capistrano)
Terracabra Range (Capistrano)

Crown Tile Colors:

Adobe Range (Tuscany)
American Oak (Windsor late)
Cimarroon Blend (Windsor Slate)
Smoked Fireclay (Tuscany)
Mission Terracotta Range (Sanibel)
New Florida Blend (Sanibel)
Nueva Espana Blend (Sanibel)
Sand Dollar (Windsor Slate)

Westlake / Newpoint Tile Colors:

Arizona Clay Blend
Bayside Blend
Burnt Mission
Casa Grande Blend
Coconut
Dessert Spice Blend
Florida Blend
Gold Dust Blend
New Southern Blend
Okeechobbee Bayside Blend
Sedona

Stone Mountain Blend

Terra Cotta

Weathered Ash

Brava Tile Colors:

Antigua

French Clay

Light Arendale

Tuscan Clay

Weathered Brown (Flat)

Shared Roof Replacement

Shared roofs must be completed at the same time. The color and style of the new roof must be approved by the ACC committee (approved colors and styles may be found on the TownSquare website- Architectural – ACC application).

Each owner must complete a separate ACC application as well as providing all pertinent information. Both applications must be completed before approval will be granted.

Re-Screening

A complete re-screening may be done at any time, with an ACC application properly submitted if the new screening is charcoal in color.

Decorative Rock Use

Off-white, light beige, light grey or rust color River Rock, or similar decorative rock may be used in areas where drainage or mulch debris is a problem. River Rock must be purchased in the 1 to 3-inch variety size and pre-approved by the Town Manager. There must be a minimum of 2" in depth wherever River Rock is installed. "Lava Rock" may NOT be used. Anywhere River Rock touches grass an approved edging or border product MUST be used. This is a safety issue so that when our landscaping crews use trimming and edging tools, rocks do not fly around! The top of the edging or borders must be at least 2" above the level of the river rock. Owners must obtain ACC approval and clearly show areas where River Rock will be used and address areas that also need a border PRIOR TO any installation or be visible from the street except in severe drainage situations, or around outside equipment, such as generators, a/c units, etc. A quality mat barrier (at least 3oz in weight) should be used in large and lengthy areas to prevent weeds from growing through. Please contact the VW Office for information concerning approved variations of River Rock and border/edging products **BEFORE** having any work performed!

Roof Cleaning

Homeowners may clean and/or pressure wash their roofs without the prior approval of the ACC. Homeowners with shared roofs should clean both sections of the roof at the same time.

Screening of A/C Units

Installing white panel fronting the A/C Unit next to the driveway is permitted with ACC application. The installation must be a commercially purchased, white framed vinyl lattice and kept in good condition.

Screen Cages

A drawing of the new cage from the top and side view will be necessary for approval. All exterior aluminum may be white or bronze; all screening must be charcoal in color. Mansard roofs shall be required on all cages except where a section of gable roof is required to meet the roof line of the home.

Screen Door

A drawing of screen door/entryway addition will be necessary along with a brochure showing the style of the proposed screen door/entryway addition. The screen door frame must be white with charcoal screening.

Security Cameras

Security cameras may be installed outside the home with ACC approval. The cameras must be white and professionally mounted with all wiring hidden. A drawing of where the camera will be placed must accompany the ACC application.

Soft Surface Decking (to be used under cages behind a home)

Informational material and color selection shall be required for ACC approval.

Solar Panels

A drawing showing where the panels will be on the roof will be necessary for approval. Piping, fasteners and frames to solar panels must be painted to match the surface to which they are attached.

Solar Tubes

Solar tubes may be installed. A drawing is required with a completed ACC application. Owners that share a common roof must be sure the installation is at least 10 feet from the neighbor's roof line.

Spray Crete

A brochure showing the style of the proposed Spraycrete installation on the walkway or patio will also be necessary for approval.

TV Antennas/Dishes

Ground mounted installations **only** outside the home or patio. The height cannot exceed 36 inches and must be screened with hedge plantings (e.g., Hibiscus, Eugenia, or Viburnum) planted 30" high and 18" on center at installation. However, the owner is required to notify the Association after the installation and provide a drawing for the file.

Water Purification Systems

No ACC approval is required for systems installed in a garage. Informational material and location shall be required for components installed on the exterior of a home.

Window Boxes

Window boxes are permitted. The window box and brackets must be white or matching the house color. Live plantings must be maintained or otherwise removed. No artificial flowers may be used.

Window Film

A brochure showing the style of the proposed window film (must be non-reflective and matte gray in color, no bronze or mirror style) will be necessary for approval. All windows and doors must be completed on the entire side of a home. Samples of film must be provided with ACC application.

Window/Door Treatments (No ACC Application required)

All window and door treatments must appear to be white from the outside of the house.

AUTHORIZED BY: Board of Directors

ORIGINAL ISSUE DATE: June 15, 2011

REVISION DATE: November 20, 2013, May 20, 2015, January 20, 2016, April 12, 2017, June 7, 2017, October 18, 2017, January 16, 2019, September 23, 2020, November 18, 2020, November 30, 2021, March 2022, June 1, 2022, November 2, 2022, March 1, 2023, January 3, 2024, June 7, 2024, November 19, 2024, January 21, 2025, June 17th 2025.

SCHEDULED REVIEW: Biannually in years ending with an odd number.

APPLICABLE DOCUMENTS:

- Article XI Architectural Control**
- Trees, Shrubs and Plants Policy**
- Community Wide Standard Policy**
- Roof Cleaning Policy**
- Portico Policy**
- VillageWalk Cleaning and Painting Policy**

DECLARATION
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11/20/2024 11:40 AM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 3258399

Prepared by and return to:
Steven J. Adamezyk, Esq.
Varnum, LLP
4501 Tamiami Trail N. Ste 350
Naples, FL 34103

CERTIFICATE OF AMENDMENT TO THE

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR VILLAGEWALK OF SARASOTA**

AND

**ARTICLES OF INCORPORATION OF
VILLAGEWALK OF SARAOSTA HOMEOWNERS ASSOCIATION, INC.**

AND

BYLAWS OF VILLAGEWALK OF SARASOTA HOMEOWNERS ASSOCIATION, INC.

I HEREBY CERTIFY that the following Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Villagewalk of Sarasota, Second Amended and Restated Articles of Incorporation of Villagewalk of Sarasota Homeowners Association, Inc. and Second Amended and Restated Bylaws for Villagewalk of Sarasota Homeowners Association, Inc. were duly approved by the requisite voting interests of Villagewalk of Sarasota Homeowners Association, Inc. at a duly noticed Special Members' Meeting and by the Board of Directors at a duly noticed Board meeting on the 22nd day of October, 2024. Said amendments were approved by a proper percentage of voting interests of the Association.

The original Declaration of Covenants, Conditions, and Restrictions for Villagewalk of Sarasota, the original Articles of Incorporation and Bylaws for Villagewalk of Sarasota Homeowners Association, Inc., including the legal description of the Sarasota County, Florida real property subject to this amendment, was recorded at Official Records Instrument Number 2001098500 of the Public Records of Sarasota County, Florida.

The original Declaration of Covenants, Conditions and Restrictions for Villagewalk of Sarasota, Articles and Bylaws for Villagewalk of Sarasota Homeowners Association, Inc. were previously amended and restated and recorded at Official Records Instrument Number 2007103986 of the Public Records of Sarasota County, Florida.

WITNESSES:

**VILLAGEWALK OF SARASOTA
HOMEOWNERS ASSOCIATION, INC.**

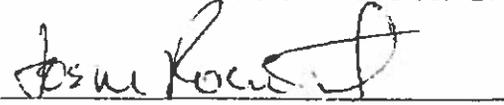

Signature

Maria Charakmbous
Print Name

8109 Camminax Dr
Sarasota FL 34238

Witness 1 Address

BY:


Joseph Rosenthal, President

Maria Sargeant
Signature

MARIE SARGEANT
Print Name

Venice, FL 34292
Witness 2 Address

**STATE OF FLORIDA
COUNTY OF SARASOTA**

I **HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared in person or virtual attendance. Joseph Rosenthal, as President of Villagewalk of Sarasota Homeowners Association, Inc. who is personally known to me or has produced his Driver License, as identification, and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid the 11 day of November 2024.



Maria Charalambous
Notary Public, State of Florida
Print Name: Maria Charalambous

SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR VILLAGEWALK OF SARASOTA

RECITALS

WHEREAS VillageWalk of Sarasota Homeowners Association, Inc. ("the Association") is a Florida homeowners association under the provisions of the Homeowners' Association Act, Ch. 720, Florida Statutes and a Florida not for profit corporation under the provisions of the Florida Not For Profit Corporation Act, Ch. 617; Florida Statutes; and

WHEREAS the Association's original Declaration was recorded on July 12, 2001 as Instrument #2001098500 in the Official Records of Sarasota County, Florida and has been amended several times over the years; and

WHEREAS the Board of Directors ("Board") of the Association proposed and approved these substantial amendments to the Declaration at a duly noticed and convened Board meeting held on October 22nd, 2024; and

WHEREAS at least a Majority of Members holding Voting Interests who were present in person, by proxy or by remote communication (as the latter term is defined in Article 2.10 of the Bylaws) at a membership meeting held on October 22nd, 2024 at which a quorum was obtained (including Members voting electronically), voted to approve these amendments to the Declaration in accordance with the provisions of Article XVI of thereof; and

WHEREAS the number of Members' and Directors' votes in favor of these amendments is sufficient for approval under the governing documents and Florida law;

NOW, Therefore, VillageWalk of Sarasota Homeowners Association, Inc. does hereby adopt the following substantial amendments to the Declaration:

ARTICLE I. DEFINITIONS

The terms used in this Declaration and the Articles of Incorporation and Bylaws shall be defined as set forth in this Declaration unless expressly provided otherwise herein. If a word or phrase in the Governing Documents or the Rules and Regulations is deemed to be ambiguous, the Board shall be responsible for providing a reasonable interpretation of the word or phrase in question. The Board may rely on any Florida statutory or dictionary definition; and its interpretation shall be binding on all Members and other persons unless wholly unreasonable. An opinion by the Association's counsel that an interpretation by the Board of a word or phrase is not wholly unreasonable shall be binding on all persons.

1.1. "Articles" or "Articles of Incorporation" shall mean the Articles of Incorporation of VillageWalk of Sarasota Homeowners Association, Inc., recorded as part of Instrument #2001098500

in the Official Records of Sarasota County, Florida and filed with the Florida Department of State on January 24, 2001, as the same may be amended from time to time.

1.2. "Assessment(s)" shall mean the general or special assessments levied by the Board against Unit Owners to pay their proportional share of Common Expenses or as a means to collect unpaid fines. Assessments for the benefit of all Owners which are levied equally on all Units may sometimes be referred to as "Base Assessments." When the context requires, a Unit Owner Assessment as defined below may be levied by the Board against one or more Units on an unequal basis and as authorized herein.

1.3. "Association" shall mean VillageWalk of Sarasota Homeowners Association, Inc., its successors and assigns, and is also referred to and defined as a "Community Association" in the Declaration of Protective Covenants, Conditions and Restrictions of Palmer Ranch Master Association.

1.4. "Association Property" shall mean all real and personal property owned by the Association for the benefit of all Owners and, under appropriate circumstances, their spouses, domestic partners, family members, guests and tenants.

1.5. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

1.6. "Business" and "Trade" shall be construed to have their ordinary generally accepted meanings. They shall include any occupation, work or activity which is undertaken for money or other compensation on an ongoing basis and involving the provision of goods or services to persons other than the provider's family, regardless of whether such activity is full or part-time, is intended to make a profit or requires a license.

1.7. "Bylaws" shall mean the Association's Bylaws recorded as part of Instrument #2001098500 in the Official Records of Sarasota County, Florida, as amended from time to time.

1.8 "Commercial Vehicle" means any vehicle which is not owned or operated by a governmental entity, which uses special fuel or motor fuel on the public highways, and which has a gross vehicle weight of 26,001 pounds or more, or has three or more axles regardless of weight, or is used in combination when the weight of such combination exceeds 26,001 pounds gross vehicle weight.

1.9. "Committed Lands" shall mean those portions of the Total Lands which the Developer previously submitted to this Declaration as described in Instrument #2001098500 in the Official Records of Sarasota County, Florida and which are described in Exhibit "A-2" to the original Declaration recorded as Instrument #2001098500 in the Official Records of Sarasota County.

1.10. "Committed Property" shall mean those portions of Palmer Ranch which are subject to specific "Land Use Classification," as that term is defined in the Master Declaration, and the I.D.O. described in Section 1.25, which includes the Total Lands.

1.11. "Common Area" shall mean all real property within VillageWalk which is owned or leased by the Association for use and maintenance by the Association and primarily intended for the shared use and enjoyment of Owners, Owners' Beneficiaries and tenants. The term "Common Area" may sometimes be used interchangeably with the term "Association Property" or "Common Property."

1.12. "Common Area Addition" shall mean the introduction of a new Common Area or an increase in size to an existing Common Area.

1.13. "Common Area Material Alteration" shall mean a substantial and material change to the purpose, function, usage or appearance of an existing Common Area and as further defined in Section 5.2 below.

1.14. "Common Area Substantial Improvement" shall mean a significant and material upgrade to an existing Common Area and as further defined in Section 5.2 below.

1.15. "Common Expenses" shall mean the actual and estimated expenses incurred or anticipated to be incurred by the Association for the general benefit of all Units or their Owners, including any reasonable reserves, as the Board may find necessary or appropriate pursuant to this Declaration, the Bylaws and the Articles, and all expenses properly incurred by the Association in the performance of its duties and obligations under Florida law or the Governing Documents.

1.16. "Community-Wide Standard" shall mean the architectural and aesthetic standard throughout VillageWalk that is necessary to preserve a consistent and harmonious neighborhood character and maintain property values within the community. This standard may be reasonably and more specifically interpreted and defined from time to time by the Board.

1.17. "Conservation Area" shall mean that portion of the Common Area, if any, other than a Preservation Area, which may include native habitats set aside to fulfill open space requirements and which is intended to be maintained by the Association without specific management guidelines.

1.18. "County" shall mean Sarasota County, Florida.

1.19. "Covenants Committee" shall mean the committee referred to in Article V, Section 5.3 of the Bylaws and whose members are appointed by the Board to review and approve or disapprove fines and suspensions levied by the Board for violations of the Rules and Regulations and prescriptive provisions of the Governing Documents.

1.20. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions of VillageWalk of Sarasota as amended from time to time.

1.21. "Developer" shall mean DiVosta and Company, Inc., the company that developed VillageWalk of Sarasota.

1.22. "Development Code" shall mean the Palmer Ranch Development Code, and all

architectural, landscaping and building standards as adopted by the Master Declarant (as defined in the Master Declaration) and the Planning and Architectural Review Board (defined below).

1.23. "Electronic Ballot" shall mean a vote, usually cast via an Internet-based online voting system or via email or any other universally accepted electronic means adopted by the Board of Directors, as a means for Members to vote, provided such ballots can be read and retained by the recipients and can be completed and returned to the Association by the same electronic means.

1.24. "Family" and "family member(s)" shall mean and refer to those persons related by consanguinity, marriage, legal adoption or their status as resident domestic partners of Owners.

1.25. "Governing Documents" shall mean the Association's Declaration, Articles, Bylaws and any Rules and Regulations adopted by the Board from time to time.

1.26. "Hurricane Season" shall mean the period of time each year when, according to the National Oceanic and Atmospheric Administration (NOAA) or the National Hurricane Center, hurricanes are most likely to develop in the Atlantic Ocean or Gulf of Mexico.

1.27. "IDO" shall mean the Incremental Development Order for "Palmer Ranch Increment XV" adopted pursuant to Chapter 380, Florida Statutes, by resolution of the Board of County Commissioners of Sarasota County, Florida (Resolution No. 2000-072) and recorded in Official Records Instrument No. 2000137386 of the Public Records of Sarasota, Florida County, Florida, as amended, regarding the development of the property subject to this Declaration.

1.28. "Institutional Mortgagee" shall mean a lending institution having a first mortgage lien on any property subject to this Declaration, including any of the following institutions: an insurance company or subsidiary thereof, a federal or state savings and loan association, a federal or state building and loan association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a federal or state banking association, the Sarasota County Housing Authority or similar entity, a real estate investment trust, or any mortgage banking company authorized to do business in the State of Florida.

1.29. "Landscape Assessments" shall mean the two categories of assessments levied for Landscape Expenses, one portion of which shall be levied equally on all Units for the Landscape Expenses for the Common Area, and the other levied based on the type of Units in accordance with Section 6.1.B of this Declaration.

1.30. "Landscape Expenses" shall mean the expenses incurred by the Association in maintaining and caring for the landscaping of the Common Area and the Owners' Lots.

1.31. "Lot" means the parcel of land owned by one or more Owners and upon which his, hers, theirs or its Unit is located.

1.32. "Lot Perimeter Wall," so named because of its close proximity to the side Lot line of Carlyle and Oakmont Units, consists of the entire left side wall of such Units, including the garage wall and any continuation thereof beyond the rear of the Unit.

1.33. "MDO" means the Master Development Order adopted pursuant to Chapter 380, Florida Statutes on December 18, 1984, by resolution of the Board of County Commissioners of Sarasota County (Resolution No. 84-418), and recorded in Official Records Book 1849, at Page 829 of the Public Records of Sarasota County, Florida, and as amended, regarding the development of Palmer Ranch.

1.34. "Majority" shall mean the next whole number above fifty percent (50%) .

1.35. "Master Association" means the Palmer Ranch Master Property Owners Association, Inc. and its successors and assigns.

1.36. "Master Declaration" means the Declaration of Protective Covenants, Conditions and Restrictions for Palmer Ranch as recorded in Official Record Book 1894 at Page 2467 et seq. of the Public Records of Sarasota County, Florida, as amended from time to time.

1.37. "Member" shall mean each person who holds legal title to a Unit or, in the case of any Unit owned by a partnership, limited liability corporation (LLC), corporation or trust, the person designated by those entities' partners, officers or trustees to hold their Unit's Voting Interest and exercise voting rights pursuant to Section 4.3 below..

1.38. "Mortgage" means a mortgage, deed to secure a debt or any form of security deed.

1.39. "Mortgagee" means a beneficiary or holder of a mortgage. It shall include the term, "Institutional mortgagee," as defined above.

1.40. "Mortgagor" means a Person who gives a mortgage.

1.41. "Owner" shall mean and refer to any person, partnership, corporate entity, trust or trustee which holds the record title to a Unit and the Lot upon which it is situated but excluding any party holding an interest merely as security for the performance of an obligation. "Co-Owner" shall refer to two or more such Owners of a Unit.

1.42. "Owners' Beneficiaries" shall mean and refer to Owners' guests and resident family members.

1.43. "Palmer Ranch" means the multi-stage planned development which is subject to the Master Declaration as it may be amended from time to time. VillageWalk of Sarasota is located within the Palmer Ranch development.

1.44. "Person" shall mean a natural person or, in the context of this Declaration, a corporation, limited liability company, sole proprietorship, partner, partnership, trust or trustee.

1.45. "Planning and Architectural Review Board" or "PARB" means the architectural control entity described in Article 6 of the Master Declaration.

1.46. "Posted" shall mean affixing a printed notice on a sign or bulletin board in or near the community's Town Center, including the mail room, the pools and athletic courts.

1.47. "Preservation Area" shall mean that portion of the Common Area, if any, which is intended to be preserved and maintained by the Association in its existing or restored natural and native condition in perpetuity.

1.48. "Recreational Facilities" shall mean the tennis, pickleball, basketball and bocce courts, including the viewing areas adjacent thereto, the swimming pools and surrounding patios, the fitness center, the café, all rooms within Town Center open to Members other than the office, and any other facilities intended for the enjoyment of all residents which may be installed or built within the Common Area.

1.49. "Roads" shall mean and refer to any road or street constructed by Developer within the Common Area and presently dedicated to the Association or which may, in future, be dedicated to any governmental agency, whether same is designated as a street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or similar appellation.

1.50. "Rules and Regulations" shall mean the Rules and Regulations of the Association, as they may be adopted or amended by the Board from time to time by resolution duly made and carried.

1.51. "Special Assessment" shall mean and refer to those Assessments levied in accordance with the further terms of this Declaration.

1.52. "Surface Water Management System" shall mean and refer to those lakes, canals, and other facilities created and used for drainage, as shown on or described in the Southwest Florida Water Management District Conceptual Surface Water Management Permit for VillageWalk, and as amended from time to time. The Registered Agent for the Association shall maintain copies of further Southwest Florida Water Management District permitting actions for the benefit of the Association.

1.53. "Total Lands" means the real property comprising VillageWalk which is legally described in Exhibit A-1 of Instrument #2001098500 in the Official Records of Sarasota County, Florida.

1.54. "Town Center" means the cluster of buildings and appurtenances within the Common Area containing, among other things, the Association's office, the mail room, the café, the gas station and the community's outdoor recreational facilities, including the pools, tennis, pickleball, basketball and bocce ball courts and any other such facilities hereafter constructed in or adjacent to this site.

1.55. "Unit" shall mean any of the 1177 single-story, detached and attached homes and two-story, attached townhouses within VillageWalk.

1.56. "Unit Owner Assessment" shall mean and refer to an assessment levied against the Owner(s) of a Unit in accordance with the terms of this Declaration.

1.57. "VillageWalk" shall mean and refer to the planned unit development known as VillageWalk of Sarasota, which is subject to the IDO and this Declaration and which is also the real property described as the "Committed Lands" in the original 2001 Declaration and whose boundaries are set forth in Exhibit A-1 to the original Declaration, filed as Instrument #2001098500 in the Official Records of Sarasota County, Florida.

1.58. "VillageWalk Representative" shall mean an Owner who represents VillageWalk of Sarasota Homeowners Association, Inc. at meetings of the Master Association.

1.59. "Voting Interest" shall mean the voting rights held by a Member pursuant to the Governing Documents.

ARTICLE II. GENERAL DEVELOPMENT PLAN; MASTER ASSOCIATION

2.1 Palmer Ranch. VillageWalk of Sarasota is located within Palmer Ranch, a planned multi-stage Development of Regional Impact.

2.2 Palmer Ranch Master Documents. By taking title to a Unit, an Owner becomes subject to the terms and conditions of the Declaration of Protective Covenants, Conditions and Restrictions for Palmer Ranch (the "Master Association"). Among other things, that document provides that each Owner shall automatically become a member of the Master Association, shall acquire certain use rights in and to Master Association's Common Area within the approximately 7,000-acre area known as Palmer Ranch, shall become subject to the assessments of the Master Association and shall be subject to the Development Code and the jurisdiction of the Master Association's Planning and Architectural Review Board.

2.3 Membership and Voting in Master Association. In accordance with the provisions of the Articles of Incorporation of the Master Association, all Owners shall be members of the Master Association. Notwithstanding such Membership, only a designated representative, known as a "VillageWalk Representative," shall be entitled to cast votes on behalf of the Members of the Association at meetings of the members of the Master Association. The VillageWalk Representative shall be the President of the Association or another Officer appointed by the Association.

2.4 Notice to Master Association. Copies of all proposed amendments to this Declaration, the Articles of Incorporation and Bylaws of the Association, and any easements or conveyances affecting the Common Area, shall be forwarded to the Master Association prior to adoption. The Association shall also provide a current list of the names and mailing addresses of all Owners within fifteen (15) days after receiving a written request for same from the Master Association. Failure to

comply with this Section shall not invalidate any action which would otherwise be valid.

2.5 Scope and Effect of MDO and IDO. VillageWalk is Increment XV of the "Development of Regional Impact," as that term is defined in Section 380.06 of the Florida Environmental Land and Water Management Act of 1972, known as Palmer Ranch. All of Palmer Ranch, including VillageWalk, was to be developed in accordance with the MDO, the obligations of which run with the land comprising Palmer Ranch and the IDO. By the County's resolution adopting the IDO, VillageWalk of Sarasota became a Committed Property under the Master Declaration. VillageWalk was developed in accordance with the IDO as part of Increment XV of the overall development of Palmer Ranch. No portion of VillageWalk shall be used for any purpose or in any manner inconsistent with the MDO or the IDO. Any violation of the MDO or the IDO shall be a violation hereof; and the Association shall have the right to enforce the provisions hereof against any person in violation thereof in the same manner as set forth herein below for the enforcement of the provisions of this Declaration. Provided, however, that no provision of this Declaration is intended to enlarge the scope of any provision of the MDO or the IDO or create any right in any person to enforce the provisions of the MDO or the IDO, except as may be specifically provided herein or by applicable law.

ARTICLE III. PROPERTY RIGHTS

3.1 Use of Common Area. Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to this Declaration, as it may be amended from time to time, and to the Rules and Regulations. Owners may share this right of enjoyment with Owners' Beneficiaries, subject to the above limitations. Any Owner who leases his Unit shall be deemed to have assigned all such rights to the lessee(s) throughout the term of the lease and any renewals; and, unless the Owner/lessor owns another Unit within VillageWalk, that Owner and the Owner's Beneficiaries shall have no right to use and enjoy the Recreational Facilities during the term of the lease.

The above-mentioned rights and easements belonging to Owners, Owners' Beneficiaries and tenants are subject to the following:

A. The right of the Association, acting through the Board, to adopt Rules and Regulations affecting the use and enjoyment of the Units and Common Area, including Rules and Regulations limiting the number of guests or the times when guests may use and enjoy the Recreational Facilities.

B. The right of the Association, acting through the Board, to mortgage, pledge or hypothecate any or all of its real and personal property as security for money borrowed or debts incurred.

C. The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure.

D. The right of the Association to maintain and repair the Common Area, including all roads, streets, structures, equipment, utilities, grounds and Recreational Facilities, and to close or restrict access to any portion while such maintenance, repair work, etc. is being done.

E. The authority of the Association to suspend the rights of an Owner or any of the Owner's

Beneficiaries or tenants to use the Recreational Facilities until any fee or other monetary obligation more than ninety (90) days in arrears, including a fine that has been upheld by the Covenants Committee, is paid in full.

F. The authority of the Association to suspend, for a reasonable period of time, the right of an Owner or any of the Owner's Beneficiaries or tenants to use the Recreational Facilities due to a failure to comply with a provision of the Governing Documents until the offending party comes into compliance and remains so, with the exception that, if the suspension is accompanied by a fine, the suspension will not begin unless and until the Owner has been given at least fourteen (14) days' prior written notice describing the nature of the alleged violation and the opportunity to attend a hearing before the Covenants Committee and present evidence in his or her defense under the procedures outlined in Section 5.3 of the Bylaws.

G. The right of the Association to post and enforce motor vehicle speed limits throughout the Common Area and to promulgate traffic Rules and Regulations including, without limitation, levying fines against Owners for actions by the Owners' Beneficiaries, tenants, guests and invitees who violate them. The fines will be levied as a Unit Owner Assessment upon the Owner but only after the Owner has had the opportunity to appeal the imposition of the fine before the Covenants Committee and present evidence in his or her defense under the procedures outlined in Section 5.3 of the Bylaws.

H. the restrictions contained on any plat or filed separately with respect to all or any portion of the Committed Lands.

I. All other provisions of the Declaration, Articles, Bylaws and all Rules and Regulations.

3.2 Utility Easements. The Owners' easements of enjoyment shall be subject to easements hereby reserved over, through and underneath the Common Area, all Lots and the Units situated thereon for utility services to the VillageWalk, including but not limited to easements for water pipes, sanitary sewer pipes, drainage pipes, irrigation pipes, electric lines, telephone lines, cable television lines and other services. The Association may grant specific easements to utility companies and to other persons as may be reasonably necessary.

3.3 Emergency Entry. To protect the Common Area or any Lot or Unit from damage in the event of an electrical problem, leak in an irrigation or water supply line or other hazard requiring immediate action, the Manager may, but without any obligation to do so and without waiting for a Lot's Owner to arrive, summon emergency assistance personnel to enter the affected area to investigate the situation and prevent further property damage or risk of personal injury.

3.4 Title to Common Area. The Association holds title to the Common Area and shall be responsible for its management, maintenance and operation, including payment of all real estate taxes and any other charges which could be liens on the Common Area.

ARTICLE IV. ASSOCIATION FUNCTION, MEMBERSHIP AND VOTING RIGHTS

4.1 Function of the Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Common Area within VillageWalk. The Association shall be the

primary entity that has the legal right to enforce this Declaration and such reasonable Rules and Regulation as the Board may adopt from time to time. The Association shall also have the legal right to administer and enforce the architectural standards and controls set forth in this Declaration and may be required to accept legal and enforceable delegations of duties and responsibilities from the Master Association. The Association shall perform its functions in accordance with the Master Declaration, this Declaration, the Bylaws, the Articles and Florida law.

4.2 Membership and Voting Interest. The Owner of the fee simple title of record of each Unit shall be a Member of the Association. Membership is appurtenant to and non-severable from ownership of a Unit. Accordingly, membership cannot be assigned, transferred, pledged, conveyed or alienated in any way except upon the transfer of title of a Unit, and then only to the successor in title to such Unit. As a Member, each Owner shall hold the Voting Interest for each Unit owned and shall be governed by the Governing Documents and the reasonable Rules and Regulations of the Association. If the Owner of a Unit is more than one Person, voting rights and rights of use and enjoyment shall be as provided in the Bylaws. The membership rights and Voting Interest of a Unit owned by a trust, corporation, limited liability corporation or partnership shall be exercised by the individual designated by one of these types of Owners in a written instrument provided to the Secretary or Manager of the Association.

4.3 Voting Rights. The voting rights of Members of the Association shall be as follows:

A. There shall be only one vote per Unit regardless of the number or type of Owners. Voting rights are determined by ownership, not residency; and Owners acquire and retain their voting rights regardless of whether they ever reside in their Units. Persons holding a Voting Interest in more than one Unit shall be entitled to the number of votes equal to the Units owned; and such persons may vote in elections of Directors, for amendments to the Governing Documents, for the adoption or revision of Special Assessments and for all other matters for which a vote by the Members may be cast.

B. In any situation where a Unit is owned by more than one person who are not a married couple, its Co-Owners shall decide between or among themselves who will hold the Voting Interest for their Unit and shall so advise the Board's Secretary or Manager of the Association prior to the person holding the Voting Interest casting his or her vote. In the absence of such advice, the Unit's Voting Interest shall be suspended if more than one person seeks to exercise it.

ARTICLE V. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

5.1 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall own, operate, maintain, manage and control the Common Area and all improvements thereon, including, without limitation, the Town Center and all furnishings, equipment and facilities such as the pools and athletic courts appurtenant thereto. The Association shall keep the Common Area in good, clean, attractive and sanitary condition, order and repair, consistent with this Declaration and the Community-Wide Standard. Any violation of any government agency's permits applicable to VillageWalk by an Owner, Owner's Beneficiary, guest, invitee or tenant shall constitute a violation of the Governing Documents; and the Association shall have the right to enforce the applicable provisions thereof against any such Persons in the manner provided herein for the enforcement of the provisions of this Declaration.

5.2 Additions, Material Alterations or Substantial Improvements to Common Area. Except as otherwise provided herein, the Association's Board of Directors shall not make or undertake any Common Area Additions, Common Area Material Alterations or Common Area Substantial Improvements without first obtaining the affirmative approval of not less than a Majority of Members holding Voting Interests present, in person or by proxy, at a duly-noticed membership meeting at which a quorum was attained, except that approval by a majority of the Members holding Voting Interests is not required for (1) work necessary to protect, maintain, repair, or replace the Common Area, even if the work would otherwise constitute Common Area Additions, Common Area Material Alterations or Common Area Substantial Improvements, or (2) for Common Area Additions, Common Area Material Alterations or Common Area Substantial Improvements where the expense to the Association is equal to or less than five percent (5%) of the Association's budget, including the allocation to reserves component, in the aggregate in any calendar year. Costs of Common Area Additions, Common Area Material Alterations or Common Area Substantial Improvements are to be estimated in their entirety and shall not be spread over several budget years to avoid exceeding the stated cap.

5.3 Personal Property and Real Property for Common Use. The Association may acquire, hold and dispose of tangible and intangible personal property by a vote of the Board; and, if approved by a Majority of Members holding Voting Interests, it may acquire adjoining real property. The Developer previously conveyed to the Association improved or unimproved real estate and the surface water management system located within VillageWalk, personal property and leasehold and other property interests. Such property has been accepted by the Association and shall be maintained as Common Area by the Association at its expense for the benefit of its Owners, subject to any restrictions set forth in the conveying deed or instrument.

5.4 Rules and Regulations. The Association, through the Board, may make and enforce reasonable Rules and Regulations governing the use and appearance of the Units, the use and enjoyment of the Common Area and further defining or limiting or, where specifically authorized hereunder, creating exceptions to those covenants, conditions and restrictions set forth in this Declaration. Such Rules and Regulations shall be binding upon all Owners, Owners' Beneficiaries, tenants, guests, invitees and licensees until and unless repealed or modified in a regular or special membership meeting by a Majority of Members holding Voting Interests in the Association.

5.5 Implied Rights; Board Authority. The Association may exercise any other right or privilege accorded to it under Florida law or the Governing Documents or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by operation of law, all rights, privileges and powers of the Association may be exercised by the Board without a vote of the membership.

5.6 Indemnification. The Association shall indemnify, defend and hold harmless every officer, Director and committee member as provided in Article VIII of the Articles of Incorporation. Officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association. The Association shall

indemnify and forever hold each such officer, director and committee member harmless from any and all liability on account of any such contract, commitment or action. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

5.7 Dedication of Common Area. The Association may dedicate the roads or any other portions of the Common Area to the County or to any other local, state or federal governmental entity, subject to such approval of the membership as may be required by the Governing Documents.

5.8 Security. The Association may but shall not be obligated to maintain or support certain activities within VillageWalk designed to make the community safer than it otherwise might be. The Association shall not be considered an insurer or guarantor of security within VillageWalk, nor shall it be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, alarm system or other security system cannot be compromised or circumvented, nor that any such systems or security measures undertaken will, in all cases, prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and agrees to inform the Owner's Beneficiaries, lessees, guests and invitees that the Association, its Board of Directors, officers, manager, management company and committees are not insurers and that each person residing in or visiting VillageWalk assumes all risks for personal injury or loss or damage to real or personal property, including Units and the contents there resulting from acts of third parties.

5.9 Powers of the Association Relating to Units. The Association shall have the power to veto any proposed repairs or alterations to the exterior of a Unit or other action taken or contemplated to be taken with respect to the appearance of a Unit which the Board reasonably determines to be adverse to the interests of the Association or its Members or inconsistent with the Community-Wide Standard. The Association also shall have the power to require specific maintenance, repairs or aesthetic changes to be effectuated by the Owner, in a manner and timing deemed appropriate by the Board, and to require that the Owner has sufficient funds to complete any repairs, alterations, etc. within the time frame approved by the Association.

A. Any action required by the Association in a written notice pursuant to the foregoing paragraph to be taken by an Owner shall be taken within the reasonable time frame set by the Association in such written notice. If the Owner fails to comply with the requirements set forth in such written notice, the Association shall have the right to take such action on behalf of the Owner after providing reasonable notice. The Owners hereby grant authority to the Association to enter any Lot for this purpose.

B. To cover the Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of the Association, the Association shall assess the Owner(s) of each Unit for their pro rata share of any expenses incurred by the Association in taking

such action in the manner provided above. Such Assessments may be collected as a Unit Owner Assessments hereunder and shall be subject to all lien rights provided for herein.

C. Failure to Maintain. In the event the Owner(s) of a Unit fail to maintain the Unit and the Lot upon which it is located, as well as any improvements made to it, in accordance with the Declaration and the Community-Wide Standard, the Association, after notice to the Owner, shall have the right to enter upon the affected Lot to repair, maintain and/or restore, as the case may require, the Lot and exterior of the Unit and any other improvements thereon. All costs related to such correction, repair or restoration shall become a Unit Owner Assessment against the Owner(s); provided, however, except when entry is required without prior notice due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the failure to maintain prior to entry.

5.10 Surface Water Rights. The Association shall have all rights to ground water, surface water and storm water runoff within VillageWalk. No person or entity other than the Association shall claim, capture or collect rainwater, ground water, surface water or storm water runoff within the boundaries of VillageWalk without prior written permission of the Association. The Association may establish programs for reclamation of surface water and storm water runoff for appropriate uses within VillageWalk, and it may require Owners and occupants of Units to participate in such programs to the extent reasonably practical. No Owner or occupant of a Unit shall have any right to be compensated for water reclaimed from Units. The Board shall also have the right to establish Rules and Regulations and other restrictions on the use of surface water within VillageWalk, including lakes, canals and other open surface waters. All such surface waters are designed as water retention and water management and are not designed solely as aesthetic features. From time to time, low groundwater elevations or drought conditions may cause the Common Area lakes, canals and other water management to be shallow. Two or more lakes in VillageWalk may receive and store recycled or reclaimed water provided by competent Sarasota County authorities. The recycled water stored in the designated lakes will be used solely for landscape irrigation purposes by the Association.

5.11 Surface Water Management System. The Association shall be responsible for owning, operating, maintaining and monitoring all aspects of the Surface Water Management System including, without limitation, any wetland mitigation or monitoring which may be required by the Southwest Florida Water Management District and/or the County pursuant to any applicable permit. The Association shall be the entity responsible for: (a) assessing and collecting all fees for the operation, maintenance, and, if necessary, the replacement of the Surface Water Management System; and (b) complying with all conditions of such permit including, without limitation, making all reports associated with the maintenance and monitoring of the Surface Water Management System and any wetland mitigation monitoring. The Association shall be responsible for successfully completing the mitigation, maintenance, monitoring and satisfaction of all applicable permit conditions.

5.12 Commercial Common Area. Portions of the Common Area may be designated by the Association for use as a gas station, hair salon, real estate office or other commercial or business uses. The Board shall determine the manner in which such portions are occupied, maintained and operated; and, alternatively, the Association may designate a third party to operate and manage any commercial and/or business portions of the Common Area for the benefit of the Association or its

Members. Any income from the rental of portions of the Common Area in a commercial capacity shall be used to reduce the Common Expenses of the Association.

5.13. Emergency Powers. In the aftermath of a hurricane, tropical storm, tornado, fire or other casualty event that causes the Governor of Florida to declare a state of emergency covering Sarasota County, then, the Association may, in addition to the emergency powers granted to it under Florida Statutes, Section 720.316 (as the same may be amended, supplemented or incorporated into another statute), take the actions described below which it reasonably believes are necessary to promote community safety and mitigate further damage. This expanded authority shall last only for the period reasonably necessary to protect the health, safety and welfare of residents and guests, mitigate damages and make emergency repairs. Notwithstanding that access by Owners to their Units or some or all amenities may be hindered or suspended while repairs or mitigation work is ongoing, Owners may not withhold or delay paying any part of their Assessments. The powers and authority enumerated herein are in the Board's discretion and Owners should not rely on the Association to protect life and/or property. Accordingly, the Association may but shall be under no legal obligation to do one or more of the following:

A. inspect the community for damage, including using whatever means are reasonably necessary under the circumstances to (1) verify whether a Unit is still occupied at the time of inspection and, if so, that all occupants who choose to remain state whether they are in need of medical attention, (2) enter any vacant Unit where evidence of a possible fire or burst plumbing is detected and mitigate further damage, including turning off circuit breakers and/or main water supply valves and (3) report suspected fire to the fire department and, in the case of Units with a shared roof, advise any occupants of the adjoining Unit to vacate until the fire department has declared the premises safe,

B. unlock all gates and raise or remove all exit and entrance gate arms for any part of a day during which during which emergency relief efforts are ongoing, to allow unimpeded ingress and egress to residents, family members, first responders, healthcare providers and others,

C. close, ration or restrict access for all or certain times of the day to any person or group of persons, to any or all Association amenities and recreational facilities, including without limitation, Town Center, the parking lots, pools, café, and athletic courts,

D. restrict access to the Town Center gas station to VillageWalk residents only and limit the amount of gasoline each customer may buy within a specified period of time (which may depend, i.a., on the dates and times the underground storage tank is refilled),

E. restrict or limit parking by all vehicles anywhere within a Common Area,

F. designate places within the Common Area where Owners and their contractors may deposit storm-related debris,

G. hire extra security personnel to prevent vandalism or burglary to the Common Area,

H. (1) hire an independent consultant with no financial stake in making any recommended repairs to inspect all Association property and make a report on the scope of damage and the estimated time and cost of repair or replacement, and (2) hire specialists to mitigate damage and prevent water damage, fungus, mold or mildew by removing debris or removing and disposing of wet drywall, insulation, carpeting or other fixtures, tarping damaged roofs and pumping or drying out any water-saturated areas within Town Center, and (3), where necessary to avoid further damage, to bypass the customary procedure of soliciting bids from multiple vendors,

I. in addition to or instead of taking funds out of available services, take out short-term emergency funding to finance repairs until insurance claims are adjusted and paid out, and

J. take whatever other actions the Association deems reasonably necessary under the circumstances during the state of emergency.

ARTICLE VI. MAINTENANCE

6.1 Maintenance Responsibilities and Apportionment of Costs.

A. The Association shall maintain and keep the Common Area in good repair, the expense for which shall be shared equally by all Owners. The maintenance of the Common Area shall include maintenance, repair and replacement, subject to any insurance then in effect, of Town Center plus all roads, bridges, alleys, parking lots, rights-of-way, landscaped and sodded areas, irrigation machinery, lines and equipment, walls or fences bordering VillageWalk, bicycle/pedestrian paths and sidewalks, ponds, lakes and water features, lights other than street lights, road and identification signage, security facilities and equipment, drainage facilities and water control structures, water and lake treatment facilities, and other structures and improvements situated upon the Common Area.

B. The Association shall provide the following landscape maintenance for both the Common Area and the Lots upon which all Units are located:

(i) Basic, routine lawn cutting and edging; chemical applications to lawns and planting beds; trimming or pruning of shrubs and small trees and irrigation inspections, the costs of which shall be assessed as follows:

(a) 39.3% assessed equally among all 1177 Owners and shown in the Association's budget as "Landscape Maintenance – Common Area," and

(b) 60.7% assessed unequally and shown in the budget as "Landscape Maintenance – Homes." The Landscape Maintenance-Homes costs shall constitute a "Landscape Assessment" based on Unit type as follows:

(1) the 506 Capris shall be assessed 39.70% of the total Landscape Maintenance-Homes amount, with each Capri Unit being assessed 1/506th of this amount per year and one fourth (1/4) of that amount to be paid as part of each quarterly assessment.

(2) the 132 Carlyles shall be assessed 14.66% of the total Landscape Maintenance-Homes amount, with each individual unit being assessed 1/132nd of this amount per year and one fourth (1/4) of that amount to be paid as part of each quarterly assessment.

(3) the 295 Oakmonts shall be assessed 28.01% of the total Landscape Maintenance-Homes amount, with each individual unit being assessed 1/295th of this amount per year; and one fourth (1/4) of that amount to be paid as part of each quarterly assessment.

(4) the 244 Catalina and Cayman units shall be assessed 17.63% of the total Landscape Maintenance-Homes amount, with each individual unit being assessed 1/244th of this amount per year and one fourth (1/4) of that amount to be paid as part of each quarterly assessment.

(ii) The costs of all other landscape maintenance, including but not limited to the removal and replacement of any trees, shrubs or plantings of any type on an Owner's lot originally installed by the Developer or any replacements thereof made by either the Association or an Owner with ACC approval; the application of mulch; sod removal and/or replacement; irrigation system repairs and/or replacements; and trimming and pruning of any tree requiring the use of ladders or lifts shall be a Common Expense assessed equally among all 1177 Owners.

(iii) Notwithstanding the above, the Association may elect but shall not be obligated to maintain or replace as a Common Expense any additional trees, shrubs or plantings of any type installed on a Lot by the current Owner or any prior Owner, as well as property dedicated to the public, including without limitation, the landscaped portions of the road rights of way for Honore Avenue and Palmer Ranch Parkway located adjacent to VillageWalk.

C. The Association may, but shall not be required to, undertake pest control measures around the exterior of Units and on landscaped areas adjacent to Units. Additionally, the Association may solicit pricing for optional pest control services which Owners may elect to contract for directly with the service provider(s). No preventative pest control measures undertaken by the Association in this regard shall be interpreted or construed to relieve the obligation of each Owner to be primarily responsible for the control and eradication of pests in their Unit, nor shall the Association be liable for damages of any kind should measures it has undertaken fail to prevent to control or eradicate pests.

6.2. Owner's Responsibility. Each Owner shall maintain and keep in good repair his or her own Unit and structures, parking areas and other improvements comprising the Unit in a manner consistent with the Community-Wide Standard and all applicable covenants. If any Owner fails to promptly and properly perform his or her maintenance and repair responsibility, the Association may perform it and assess all costs incurred by the Association against the Unit and the Owner thereof in accordance with the further provisions of this Declaration; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable advance written notice and an opportunity to cure the problem prior to entry.

ARTICLE VII. EASEMENTS

7.1. Easements for Owners. All Owners, Owners' Beneficiaries and tenants have been

granted an easement upon, over and across the bicycle/pedestrian paths, sidewalks, walkways, roads, rights-of-way and other Common Area. An additional perpetual, non-exclusive easement has been granted to the Association over, across, through and under all portions of VillageWalk for the purpose of performing the maintenance and repair requirements and other duties and obligations of the Association as described in this Declaration. Except in the event of an emergency, the Association, its assignees or representatives may enter upon a Unit Owner's property only after reasonable written notice has been given to the Owner.

7.2 Easements for Utilities.

A. There are hereby reserved to the Association and its respective assignees, designees and utility providers and contractors access and maintenance easements upon, over, across and under all of the Committed Lands (which now comprise VillageWalk) to the extent reasonably necessary for the purpose of replacing, repairing and maintaining roads, bicycle/pedestrian paths, walkways, sidewalks, lakes, wetlands, drainage systems, street lights, identification signage and all utilities, including, without limitation, water, irrigation, sewer, electricity, telephone, cable TV or communication lines and systems, and for the purpose of installing any of the foregoing on property which the Association owns or are within easements designated for such purposes on recorded plats or other recorded documents for the Committed Lands. Easements granted for utilities shall not entitle the holders of such easements to construct or install any of the foregoing systems, facilities or utilities over, under or through any existing Unit; and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by and at the expense of the Person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit; and, except in an emergency, entry into any Unit shall be made only after reasonable notice to the Owner or occupant.

B. The Developer has also previously granted a perpetual non-exclusive easement to all utility or service companies servicing VillageWalk upon, over, across, through and under the Common Area and such other portions of the Committed Lands on which utility facilities may be located for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to water, irrigation, sewer, telephone, electricity, cable tv, or communication lines and systems. It shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, facilities, circuits, and conduits on, in, and under the Common Area, providing such company restores any disturbed area substantially to the condition existing prior to their activity; provided, however, that no utility service line or system may be installed or relocated within the Common Area without the consent of the Association.

7.3 Easements for Encroachments. The Developer has granted an easement for encroachment in the event any improvement upon the Common Area now or hereafter encroaches upon a Unit, or in the event that any Unit now or hereafter encroaches upon the Common Area or on another Unit, as a result of minor inaccuracies in survey, construction, reconstruction, or due to settlement or movement or otherwise to a distance of: (a) if the encroachment is on the Common Area, then, not more than three feet, as measured from any point on the common boundary along a line

perpendicular to such boundary; (b) if the encroachment on another Unit is a driveway constructed by the Developer, then not more than two feet, as measured from any point on the common boundary of the encroaching driveway and the other Unit along a line perpendicular to such boundary. The encroaching improvements shall remain undisturbed as long as the encroachment exists. This easement for encroachment shall also include an easement for the maintenance and use of the encroaching improvements. Provided, however, that at no time shall there be any encroachment onto the surface water management systems, without the written consent of the Southwest Florida Water Management District. In no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant or the Association.

7.4 Easements for Drainage. Every Unit and the Common Area shall be burdened with easements for natural drainage of storm water runoff from other portions of VillageWalk, provided, however, no person may alter the natural drainage on any Unit so as to materially increase the drainage of storm water onto adjacent portions of VillageWalk without the consent of the Owner of the affected property.

7.5 Right of Entry. The Association, its Directors, management personnel, designees and agents, shall have the right but not the obligation to enter upon any Unit for emergency, security or safety reasons, to perform maintenance pursuant to this Declaration or to inspect, for the purpose of ensuring compliance with the Governing Documents. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. The Board shall not authorize entry into any dwelling without permission of the Owner except by emergency personnel acting in their official capacities.

ARTICLE VIII — ASSESSMENTS AND CAPITAL CONTRIBUTIONS

8.1 Creation of Assessments. There are hereby created Assessments for Common Expenses, Landscape Expenses and such other expenses as may be authorized by the Board from time to time, to be commenced at the time and in the manner set forth in the Declaration. There shall be four (4) types of Assessments: (a) Base Assessments for the benefit of all Owners of VillageWalk, (b) Landscape Assessments; (c) Unit Owner Assessments; and (d) Special Assessments as described in Section 8.3 below.

A. Base Assessments shall be levied equally on all Units. Special Assessments and Unit Owner Assessments shall be levied as provided in Section 8.3 below. Each Owner, by acceptance of his or her deed, is deemed to covenant and agree to timely pay these Assessments.

B. The Association shall, upon demand at any time, furnish to any Owner liable for any type of Assessment an estoppel certificate, issued in writing and signed by an officer, director, authorized agent or manager of the Association setting forth whether such Assessments have been paid as to any particular Unit. Such estoppel certificate shall be conclusive evidence of payment to the Association of such Assessment therein stated to have been paid. The Association may require the

advance payment of a processing fee not to exceed the State of Florida's maximum allowable fee, if any, for the issuance of such estoppel certificate.

C. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual Base Assessment for delinquent Owners. Unless the Board otherwise provides, the Base Assessments shall be payable no less frequently than quarter-annually in advance. Base Assessments shall be billed on the fifteenth day of December, March, June, and September of each year for Assessments due and payable on the first day of January, April, July, and October, respectively of each year.

D. Quarterly Assessments not paid within ten (10) days of their respective due dates will incur an administrative late fee not to exceed the greater of Twenty-five Dollars (\$25.00) or five percent (5%) of the amount of each installment that is paid past the due date, unless and to the extent that Section 720.3085 of the Homeowners' Association Act, Ch. 720, Florida Statutes (2022), as amended from time to time, or another applicable statute permits a higher fee. After the expiration of the ten (10) day grace payment period, interest will be accrued from the due date until paid at the highest rate allowed by law.

E. No Owner may waive or otherwise exempt him or herself from liability for the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Area or abandonment of the Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of an Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws or the Rules and Regulations, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of the County or other governmental authority.

F. Nothing herein shall prevent the Board from exercising its remedies provided in Article IX, Section 9.4 of this Declaration.

8.2 Computation of Assessments. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare an annual budget that sets out the annual operating expenses, all in accordance with generally accepted accounting principles and which meets the requirements of Sec. 720.303(6) of the Homeowners' Association Act, Ch. 720, Florida Statutes, as amended from time to time. Without limiting the generality of the foregoing, the budget shall reflect the estimated revenues and expenses for the next fiscal year and, if applicable and determined by the Board to be appropriate, any estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges paid by the Association for recreational amenities, and it may include non-statutory and discretionary reserve accounts for capital expenditures and deferred maintenance for which the Association is responsible. The Board shall cause a copy of the budget and the total amount of all assessments to be levied against each Unit for the next fiscal year to be delivered to each Owner at least fourteen (14) days prior to the end of the current fiscal year. The proposed annual budget and

the Assessment shall become effective unless a substitute budget is approved at a meeting of the Owners by not less than a majority of of Members holding Voting Interests present in person, by Electronic Ballot (via email) or by proxy, at a duly noticed membership meeting at which a quorum was attained. There shall be no obligation to call a meeting for the purpose of considering an alternative annual budget except on the written petition by the Owners required for special meetings under this Declaration and the Bylaws. If there is not a quorum at the special meeting or a substitute budget is not adopted by the required membership vote, the annual budget previously approved by the Board shall take effect as scheduled. Notwithstanding the foregoing, however, in the event the Board fails for any reason to adopt the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year. The budget may include, without limitation, the following listed line items:

A. All Common Expenses and expenses necessary to meet the Association's responsibility to maintain the Common Area in accordance with the requirements of this Declaration, including by way of illustration and not as limitation, such Common Area expenses as maintenance of the surface water management system, irrigation, landscape maintenance, fertilization, pest control and the like, in a manner consistent with the Community- Wide Standard.

B. The Association, on behalf of all Units subject to Assessment hereunder, if required by the Master Association, shall pay assessments to the Master Association as provided in the Master Declaration and in the Articles and Bylaws of the Master Association. When appropriate, the Master Association assessments shall be paid by the Unit Owners to the Association which shall thereafter remit such assessments to the Master Association.

C. All charges levied for utility services to the Common Area, whether supplied by a private or public firm, including, without limitation, all charges for water, recycled water, electricity, telephone, sewer, cable TV and any other type of utility or service charge. Notwithstanding any provision to the contrary in this Declaration or in the Bylaws of the Association, bulk rate charges for cable television service or security system monitoring service to Unit Owners may be assessed as Association expenses if the Association becomes a party to a single-billing service for such services provided to all of the Owners.

D. The premiums and deductibles on any policy or policies of insurance required or authorized under this Declaration, together with the costs of such other policies of insurance, as the Board shall determine to be in the best interest of the Association.

E. All expenses necessary to retain and continue to retain a lending institution authorized to do business in the State of Florida having a trust department to act as "Insurance Trustee". The functions of the Insurance Trustee shall include holding all original policies purchased by the Association, being named as loss payee, distributing proceeds of such insurance, assisting in the reconstruction of improvements from insurance premiums and performing such other functions as shall be agreed upon.

F. The costs of administration for the Association, including any managers, secretaries, bookkeepers and other employees reasonably necessary to carry out the duties, obligations and covenants of the Association under the Declaration, Articles of Incorporation, or Bylaws, including without limitation the collection of sums owed by a particular Unit Owner. In addition, the Association may retain a duly licensed management company, agents and other contractors to assist in the operation and administration of the Association and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Association's Common Expenses.

G. All taxes levied or assessed upon the Common Area by any and all taxing authorities, including all taxes, charges and assessments (including non-ad valorem assessments), imposition and liens for public improvements, special charges and assessments and, in general, all taxes on personal property and improvements which are or hereafter may be placed or erected in the Common Area, including any interest penalties and other charges which may accrue on such taxes.

H. As more fully provided in the Governing Documents, the cost to the Association to insure and to indemnify, defend, and hold harmless its officers and members of the Board and committee members for all costs and expenses whatsoever incurred in pursuance of their duties, obligations and functions hereunder. These expenses shall be reallocated amongst the Unit Owners and not the Institutional Mortgagees.

I. The costs of establishing an adequate reserve fund for replacement and/or capital refurbishment of the Common Area and the payment of other Common Expenses in the amounts determined proper and sufficient by the Board, if any. Each Owner acknowledges, understands and consents that these monies are the exclusive property of the Association as a whole; and no Owner shall have any interest, claim or right to them.

8.3 Special Assessments and Unit Owner Assessments.

A. Any Special Assessment equal to or less than five percent (5%) of the Association's budget, including reserves, may be imposed by the Board to meet reserve or operational shortfalls, unexpected insurance premium increases, unusual, unexpected, or unbudgeted, or non-recurring expenses. The notice of any Board meeting at which a Special Assessment will be considered shall be mailed, delivered or electronically transmitted by email to each Owner and conspicuously posted in or near the Association's office and mail room not less than fourteen (14) days before the Board meeting. A Special Assessment may not be levied at a Board meeting unless the notice of the Board meeting includes a statement that Assessments will be considered and the nature of the Assessments. The funds collected must be spent for the stated purpose(s) or be applied as a credit toward future base or Special Assessments. Special Assessments exceeding five percent (5%) of the Association budget, including reserves, may be levied by the Board only if approved by not less than a simple majority of Members holding Voting Interests present in person, by Electronic Ballot (via email) or by proxy at a duly noticed membership meeting at which a quorum was attained. Special Assessments shall be

payable in such manner and at such times as determined by the Board and, if the Board so determines, may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

B. Notwithstanding Section 8.3(A), no matter the amount, the Board, with no membership approval, may levy a Special Assessment to obtain all sums necessary to repair, replace, construct or reconstruct any buildings or other improvements located in or on the Common Area, including but not limited to, trees and landscaping, damaged by any casualty to the extent insurance proceeds are insufficient for repair. Any difference between the amount of insurance proceeds received on behalf of the Association with respect to casualty damage and the actual cost of the repair shall be a Common Expense for which the Board shall levy a Special Assessment against all Unit Owners to obtain the funds necessary to pay for such repair sums. The Association shall proceed so that repairs shall be completed within one (1) year from the date of damage, if possible.

C. The Association may also levy a Unit Owner Assessment upon any Owner to reimburse the Association for reasonable expenses and costs incurred in bringing the Owner and his or her Unit into compliance with the provisions of the Declaration, Articles, Bylaws and the Rules and Regulations, which Special Assessment may be levied by the Board after reasonable notice to the Owner and an opportunity for a hearing.

8.4 Date of Commencement of Base Assessments. The Base Assessments provided for herein shall commence as to each Unit at the time title is transferred to a new Owner; and such Assessments shall be due and payable in a manner and on a schedule as the Board may provide.

8.5 Subordination of the Lien to First Mortgagees. Unless such Assessments are secured by a Claim of Lien recorded prior to the recordation of the mortgage, the lien of Assessments, including interest, late charges, and costs of collection (including without limitation attorney's fees) provided for herein, shall be subordinate to the lien of any first mortgage upon any Unit as provided in this Declaration. The sale or transfer of any Unit shall not affect the Association's Assessment lien. Except as otherwise provided by law, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a first mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any Assessments thereafter becoming due. Except as otherwise provided by law, where the mortgagee holding a first mortgage of record obtains title pursuant to remedies under the mortgage, it shall not be liable for the share of the Common Expenses or Assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such first mortgagee. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns.

8.6 Exempt Property. Notwithstanding anything to the contrary herein, all Common Area and all property dedicated to and accepted by any governmental authority or public utility shall be exempt from the payment of Base Assessments and Special Assessments.

8.7 Capital Contribution. Except as provided below, a capital contribution ("Capital Contribution") shall be due and payable to the Association by a new Owner upon every Conveyance of title to a Unit by an Owner. The Capital Contribution shall be due and collected at closing and, upon payment, may be used by the Board of Directors to fund reserve accounts and/or for any purpose benefitting the VillageWalk community. Payment of the Capital Contribution shall be the legal obligation of the new Owner of the Unit.

A. Amount of Capital Contribution. The amount of the Capital Contribution shall be Two Thousand Dollars (\$2,000.00). The Board of Directors may but shall not be obliged to increase the amount of the Capital Contribution each year by up to Five Hundred Dollars \$500.00. The Board may waive the collection of Capital Contributions from new Owners in a given year if it deems such an action to be appropriate.

B. Failure to Pay Capital Contribution. If any Capital Contribution is not paid within fifteen (15) days after the date on which payment of the Capital Contribution is due, then interest shall accrue on the Capital Contribution from the due date until paid at the rate of eighteen percent (18%) per annum and a delinquency charge equal to five percent (5%) of the Capital Contribution shall be added to the applicable Capital Contribution. In addition, the Association may bring suit against the delinquent new Owner on the personal obligation to recover the amount of the Capital Contribution, together with the delinquency charge, accrued interest, attorney's fees incurred incident to collection of the Capital Contribution and costs.

C. Creation of Lien. Each Capital Contribution shall be secured by a lien in favor of the Association against the Unit in accordance with the provisions of this Section. The lien shall secure not only the amount of the Capital Contribution, but also all accrued interest, delinquency charges, attorney's fees and costs.

D. Enforcement of Lien. In the event any Capital Contribution is not paid in full within thirty (30) days after it is due, the Association shall have the right to file a claim of lien in the Public Records. The Capital Contribution lien may be enforced by the Association by foreclosure suit in the same manner as a mortgage foreclosure or in such other manner as may be permitted by law. In the event the Association files a claim of lien against any Unit, the Association shall be entitled to recover from the Owner of such Unit the interest and delinquency charges provided herein and all costs, including Attorney's Fees, incurred in preparing, filing, and, if applicable, foreclosing the Capital Contribution, and all such costs, delinquency charges, interest, and attorney's fees shall be secured by such lien.

E. Priority of Lien. It is the intent hereof that the Capital Contribution lien against each Unit shall be subordinate and inferior only to the lien of taxes and special assessments levied by the County of Sarasota and other governmental bodies and to the lien of any mortgage upon such Unit acquired by a mortgagee prior to the recording of a claim of lien.

F. Definition of "Conveyance". For the purposes of this Section 8.7, the term "Conveyance" shall mean the transfer of title to a Unit by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial

ownership by means of an agreement for deed, transfer of an interest in a land trust or similar conveyance of a beneficial interest. If the Owner is a corporation, limited liability company or other business entity, then the term "Conveyance" shall include the sale, issuance or transfer of any voting capital stock or interest of the Owner of any corporate entity which directly or indirectly controls the Owner which shall result in a change in the voting control of the Owner or the legal entity or person who controls the Owner. If the Owner is a partnership, then the sale, issuance or transfer of a majority interest therein, or the transfer of a majority interest in or a change in the voting control of any partnership which directly or indirectly controls the Owner, or the transfer of any portion of any general partnership or managing partnership interest which shall result in a change of control over the Owner, shall be deemed a "Conveyance" within the meaning of this Section 8.7

G. Exemptions. Notwithstanding the foregoing, the following Conveyances shall be exempt from payment of the Capital Contribution: (a) title is transferred to the Owner's estate, surviving spouse or other heirs, resulting from the death of the Owner; (b) title is transferred to a trustee or the Owner's current spouse, solely for bona fide estate planning or tax reasons; (c) title is transferred to an institutional mortgagee or to the Association pursuant to a Final Judgement of Foreclosure or deed in lieu of foreclosure; and (d) title is transferred to an existing Owner or spouse of an existing Owner who have resided in their current VillageWalk Unit for at least twelve (12) months preceding the purchase of their replacement VillageWalk Unit and who will not rent their new Villagewalk Unit during the next twenty-four (24) months (this exemption may only be claimed one time). Provided, however that every Conveyance that occurs following an exempt transfer described in subsections (a) through (d) above, the Capital Contribution shall be due and payable.

ARTICLE IX. ESTABLISHMENT AND ENFORCEMENT OF LIENS

9.1 Lien for Assessments. All Assessments authorized in this Declaration, together with interest at a rate not to exceed the highest rate allowed by Florida law as computed from the date the delinquency first occurs, plus late charges, costs of collection (including without limitation reasonable fees and costs charged by the management company pursuant to its management company agreement) and reasonable attorney's fees, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each Assessment is made. Each such Assessment together with interest, late charges, costs of collection and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Unit at the time the Assessment arose. An Owner shall be jointly and severally liable with the previous Owner for all unpaid Assessments, interest, late charges, costs of collection and reasonable attorney's fees that come due up to the time of transfer of title. This liability is without prejudice to any right the present Owner may have to recover from the previous owner any amounts paid by the present Owner. For the purposes of this paragraph, the term "previous owner" shall not include the Association when it acquires title to a delinquent Unit through foreclosure or by deed in lieu of foreclosure. The present Owner's liability for unpaid Assessments is limited to any unpaid Assessments that accrued before the Association acquired title to the delinquent Unit through foreclosure or by deed in lieu of foreclosure.

9.2 Effective Date of Lien. Except as provided for first mortgagees, the Association's lien is effective from and shall relate back to the date on which the original Declaration was recorded in the public records. However, as to first mortgagees of record, the lien is effective from and after recording of a claim of

lien in the Public Records of the County. To be valid, a claim of lien must state the description of the Unit, the name of the record Owner(s), the name and address of the Association, the Assessment amount due, and the due date. Upon recording, there shall exist a perfected lien for unpaid Assessments prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which by law would be superior thereto and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value. The Association's claim of lien also secures all unpaid Assessments that are due and that may accrue subsequent to the recording of the claim of lien and before entry of a certificate of title, as well as interest, late fees, costs of collection, and attorney's fees incurred by the Association incident to the collection process. Upon full payment of all sums secured by that lien and costs and fees accrued, the party making payment shall be entitled to a recordable Satisfaction of Lien.

9.3 Rights of First Mortgagees. Unless otherwise provided by law, if the mortgagee of a first mortgage of an institutional mortgage of record acquires title to a Lot as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer or title shall be liable for the share of Common Expenses or Assessments attributable to the Lot, or to the former Owner of the Lot, which came due prior to the mortgagee's acquisition of title as required by Section 720.3085, Florida Statutes. Any unpaid share of Common Expenses for which such acquirer is exempt from liability becomes a common expense collectible from all Owners, including such acquirer and his successors and assigns. All other persons or entities acquiring title to a Lot as the result of a foreclosure or other Court ordered sale shall be obligated to pay all past due Assessments due and owing at the time of sale regardless of whether or not the Association has filed a lien. No Owner or acquirer of title to a Lot by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any Assessments coming due during the period of his Ownership.

9.4 Remedies. In the event any Owner shall fail to pay his or her Assessments within ten (10) days after the same becomes due, the Association, through its Board, shall have all of the following remedies to the extent permitted by law.

A. To accelerate the entire amount of any Assessments or Special Assessments for the remainder of the year notwithstanding any provisions for the payment thereof in installments.

B. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property.

C. To file an action at law to collect said Assessments, plus late fees, and interest at the highest rate allowable by law, plus costs of collection and attorneys' fees, without waiving any lien rights or rights of foreclosure by the Association.

9.5 Rights upon Foreclosure. The Association shall have the authority to purchase a Unit at foreclosure sale and to hold, lease, mortgage and sell the same. During the period in which the Unit is owned by the Association following foreclosure, (1) no right to vote at any membership meeting shall be exercised on its behalf, (2) no Assessment shall be assessed or levied on it and (3) each other Unit may be charged, in addition to its usual Base Assessment, an equal pro rata share of the Assessment

that would have been charged against such Unit had it not been acquired by the Association as a result of foreclosure. A suit to recover a money judgment for unpaid expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

ARTICLE X. INSURANCE

10.1 Common Area Insurance. The Association shall maintain a policy or policies to insure the Common Area improvements and personal property from casualty losses, which shall be in such amounts so that the Association will not be a co-insurer except under deductible clauses required to obtain coverages at a reasonable cost.

- A. The coverages for casualty losses will **EXCLUDE** the following:
- (i) land, foundations, excavations or other items that are usually excluded from insurance coverage and
 - (ii) any floor, wall and ceiling coverings.
- B. The coverage for casualty losses will **INCLUDE**, where applicable, the following:
- (i) loss or damage by fire or other hazards covered by a standard extended coverage endorsement,
 - (ii) all other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement,
 - (iii) agreed Amount and Inflation Guard Endorsement, when it can be obtained, Demolition Cost Endorsements, Contingent Liability from Operation of Building Laws Endorsement and Increased Cost of Construction Endorsement,
 - (iv) steam Boiler Endorsement, if applicable, providing at least \$50,000 coverage for each accident at each location and
 - (v) a standard mortgagee clause naming, when appropriate, the Federal National mortgage Association (FNMA) or the servicers for mortgages held by FNMA, their successors and assigns.
- C. When appropriate and possible, the policies shall waive the insurer's right to:
- (i) subrogation against the Association and against the Owners, individually and as a group;
 - (ii) the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and
 - (iii) avoid liability for a loss that is caused by an act of the Board, or by a member of the Board or by one or more Owners.
- D. In addition, the policy shall provide that:
- (i) any Insurance Trust Agreement will be recognized;

(ii) the policy shall be primary, even if an Owner has other insurance that covers the same loss; and

(iii) the named insured shall be the Association for the use and benefit of the Unit Owners. The "loss payable" clause should show said Association or the designated Insurance Trustee as the trustee for each Owner and each Owner's mortgagee.

10.2 Unit Insurance. All Unit Owners must recognize that they bear the financial responsibility for repairing any damage to their property and resolving liability claims brought against them, and therefore must maintain a Homeowners Insurance Policy providing property damage coverage in an amount equal to their Unit's replacement cost and sufficient liability claims coverage. If a Unit is damaged by a casualty, the affected Unit Owner shall promptly have it repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Unit.

10.3 Reconstruction and Repair after Casualty.

A. Under ordinary circumstances, Common Area improvements which are damaged by casualty shall be reconstructed and repaired. If a dispute arises as to whether a Common Area improvement should be repaired or reconstructed, the Board shall make the determination to repair or reconstruct. The Owners shall be bound by this determination. The Association shall have the right to specially assess all Members of the Association if insurance proceeds are insufficient to repair or rebuild the affected Common Area in accordance with this paragraph. The levy of any Special Assessment authorized pursuant to this paragraph shall be made in accordance with the Assessment powers and lien rights of the Association for Common Expenses.

B. Although it is impossible to anticipate all problems which may arise from a casualty, the intent is to try to assure that the Community-Wide Standard is maintained by requiring damaged Association property to be rebuilt or repaired and that unsightly and dangerous conditions are remedied as soon as possible. Any reconstruction and repair must be substantially in accordance with the plans and specifications for such property as originally constructed and, in any event, according to plans and specifications approved by the Board.

10.4 Public Liability Coverage. The Association shall obtain comprehensive general liability coverage insuring the Association against any and all claims and demands made by any person for injuries received in connection with the operation and maintenance of the Common Area and improvements located thereon, or for any other risk insured against by such policies which the Association, in its sole discretion, determines to insure against. Each policy purchased by the Association shall have reasonable deductibles and limits consistent with the Association's insurance agent recommendations and with industry standards for like-communities covering claims for personal injury and property damage arising out of a single occurrence. The liability coverage shall include protection against liability for non-owned and hired automobiles, and liability of hazards related to usage. In addition, the coverage shall include protection against liability that results from actions related to employment contracts in which the Association is a party. All such policies will name the Association, as insured party under such policy or policies. The original of each policy shall be held by the Board or in the office of the Insurance Trustee.

10.5 Fidelity Bond Coverage. The Association shall maintain insurance or a fidelity bond for all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or the Manager at any one time. As used in this subsection, the term "persons who control or disburse funds of the Association" includes, but is not limited to, persons authorized to sign checks on behalf of the Association and all Officers of the Association. The Association shall pay the cost of any insurance or bond as a Common Expense.

10.6 Flood Insurance. If any part of the Common Area is in a special flood hazard area and is insurable as defined by the Federal Emergency Management Agency, the Association shall insure same. The coverage shall be for the full replacement cost of any Common Area improvements or structures and other insurable common property or the maximum coverage available for such improvements, structures or property under the National Flood Insurance Program, whichever is greater.

10.7 Insurer. All insurance shall be issued by companies authorized to do business in Florida.

10.8 Named Insured. For all policies obtained by the Association, the named insured shall be the Association individually and as trustee for Owners covered by the policy without naming them, and shall include Institutional mortgagees who hold mortgages upon Units covered by the policy whether or not the Institutional mortgagees are named. The Board may authorize the Insurance Trustee to maintain the policies and receive any proceeds of such policies.

10.9 Premiums. Premiums on policies purchased by the Association shall be paid as a Common Expense. However, if the amount of a premium is increased because a Unit or its appurtenances is misused or abandoned, then the Owner of such Unit is liable for the amount of such increase. The Association will furnish evidence of premium payment to each Institutional mortgagee upon request.

10.10 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and they shall provide that all proceeds covering property losses shall be paid to the Association as trustee, or to such institution with trust powers as may be designated as Insurance Trustee by the Board. The Insurance Trustee shall hold the proceeds for the benefit of the Unit Owners and their mortgagees in the following shares:

A. An undivided share for each Unit Owner, that share being the same as such Owner's undivided share in the Common Expenses.

B. If a mortgagee endorsement of an insurance policy has been issued as to a Unit, the share of the Owner shall be held in trust for the mortgagee and such Owner, as their interests may appear. However, no mortgagee shall have any right to determine or participate in the determination as to whether or not any such Unit shall be reconstructed or repaired; and, unless provided by the terms of the mortgage, no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of proceeds made to the Owner and the mortgagee.

10.11 First Mortgagees. This Article is additionally for the benefit of first mortgagees of Units and may not be amended without the consent of all such mortgagees.

10.12 Policy Cancellation. All insurance policies purchased by the Association shall require the insurer to notify in writing the Association or the designated Insurance Trustee, if any, and each first mortgagee named in any mortgage clause at least ten (10) days before it cancels or substantially changes the coverage.

10.13 Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each mortgagee or other lienor of a Unit, and for each owner of any other interest in the property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

ARTICLE XI. ARCHITECTURAL CONTROL COMMITTEE

11.1. Architectural Control Committee. The Architectural Control Committee ("ACC") shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to VillageWalk. The ACC shall consist of five (5) members, all of whom shall meet the same residency and other qualifications for service as a Directors; but no ACC member may simultaneously serve as a Director. ACC members shall be appointed by the Board for a two-year term and may be reappointed for an additional two-year term, after which they must sit out for at least the next two-year term. The function of the ACC is to ensure that all architectural changes proposed by Owners comply with the requirements set forth herein.

11.2. Powers of the ACC. Subject to the restrictions and limitations of powers imposed by the Board and by Florida Statutes, Section 720.3035, regarding Owner improvements, and Section 720.3075(4)(a), regarding Florida-friendly landscaping, as they may be amended from time to time, the ACC shall maintain the architectural and aesthetic integrity of VillageWalk and the Units and neighborhoods located therein. In furtherance of such duty, the ACC shall make and enforce the Association's policies regulating the exterior appearance of and improvements to Units and the Lots upon which they are situated, including, without limitation, the design, location and height of sculptures, fountains and landscaping additions or modifications in such a manner as to comply with the Governing Documents and meet the Community-Wide Standard, to preserve and enhance the value of VillageWalk and all Units located therein and to maintain a harmonious relationship with surrounding structures, the natural vegetation and topography.

11.3 General Provisions.

A. The address of the ACC shall be the principal office of the Association; and it shall be the place for Owners to submit, among other things, plans, specifications, drawings, and, if requested, samples of building materials and colors, for any improvement or structure of any kind. This address shall also be the place where prevailing architectural standards, if any, shall be kept.

B. The ACC shall establish reasonable time limitations for the completion of any architectural improvements for which approval is required. The ACC, upon good cause shown by the Owner, shall grant reasonable extensions of those time limits.

C. The ACC's right to approve or disapprove any additions, changes or alterations to a Lot or Unit is limited to their compliance with community aesthetics and the Community-Wide Standard. By approving an Owner's plans and specifications, neither the ACC's members nor the Board or Association itself shall be deemed to have knowledge of or ensure conformity with local building codes or any regulatory standards or requirements. Further, such approval shall not create any direct or indirect liability of said parties for latent or patent defects in any improvement to a Unit constructed according to such plans and specifications.

D. An application for architectural change shall be made by the applying Owner on forms prepared by the ACC. The completed application, together with all plans and specifications as well as any damage deposit fee and contractor's certificate of insurance and, where applicable, state license, will be submitted to the ACC; and all decisions of the ACC shall be in writing and promptly given to the applying Owner.

11.4 Failure to Approve. In the event the ACC fails to act upon application within thirty (30) days after plans and specifications in writing have been submitted to it in accordance with its adopted procedures, if any, and the requirements herein, approval will be deemed automatically granted.

11.5 Appeals. In the event plans and specifications submitted to the ACC are disapproved, the Owner making such submission may appeal in writing to the Board. The written request must be received by the Board not more than thirty (30) days following the final decision of the ACC. The Board shall have forty-five (45) days following receipt of the request for appeal to render its written decision; and, if requested in the Owner's written appeal, the Board shall grant the Owner a reasonable amount of time to present his or her case at the next Board meeting. The Board may reverse or modify the ACC decision. The failure of the Board to render a decision within the forty-five (45) day period shall be deemed a decision in favor of the Owner.

11.6 Conditions.

A. No construction, which term shall include staking, clearing, excavating, grading and other site work, and no plantings or removal of plants, trees or shrubs shall take place except in strict compliance with this Article until the requirements of this Article have been fully met and until the written approval of the ACC and, if applicable, the Planning and Architectural Review Board ("PARB") have been obtained.

B. No construction or re-construction of improvements, including, without limitation, pools, spas and screened enclosures shall be made, the exterior color of a Unit shall not be changed, no landscaping or improvements shall be erected, removed or planted, and no material addition to or any

change, replacement or alteration of improvements originally constructed by the Developer shall be made until plans and specifications showing the nature, kind, shape, height, materials, color, scheme and location of same has been submitted to and approved in writing by the ACC. A refusal by the ACC to approve all or any of the foregoing shall be based upon a reasonable belief they would constitute a violation of the Governing Documents, the Rules and Regulations or the Community-Wide Standard. A copy of all plans and specifications shall be furnished to the ACC for its records. The ACC's permission or approval shall not be required to repaint a Unit in its existing color scheme or to rebuild a damaged or destroyed Unit or any portion thereof, as long as it's done in accordance with originally approved plans and specifications. Nothing herein shall be construed to limit the right of an Owner to remodel the interior of the Owner's Unit or to paint the interior of the Owner's Unit any color desired.

C. Subject to Section 11.8 below, no additional plantings shall be permitted on that portion of any Unit which may be maintained by the Association except as may be approved in writing by the Association.

D. The following devices are permitted to be installed on a Unit under the Federal Communications Commission's Over-the-Air Reception Devices ("OTARD") Rule (47 C.F.R. Section 1.4000), as the same may be amended from time to time, without prior approval by the ACC other than to specify a location on the Unit, so long as the specified location does not prevent the Owner from receiving signals of acceptable strength:

(i) Dish antennas one meter or less in diameter that are designed to receive direct broadcast satellite service or to receive or transmit fixed wireless signals via satellite,

(ii) Antennas one meter or less in diameter that are designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite, including a hub or relay antenna used to receive or transmit fixed wireless services that are not classified as telecommunications services, and

(iii) Antennas that are designed to receive local television broadcast signals.

E. An Owner may construct an access ramp if any resident of the Owner's Unit has a medical necessity or disability that requires a ramp for egress and ingress under the following conditions:

(i) The ramp must be as unobtrusive as possible, be designed to blend in aesthetically as practicable and be reasonably sized to fit the intended use.

(ii) Plans for the ramp must be submitted to the ACC, which may make reasonable requests to modify the design to achieve architectural consistency with surrounding Units.

(iii) The Owner must submit to the ACC an affidavit from a physician attesting to the medical necessity or disability of the resident requiring the access ramp.

F. Unless specifically excepted by the ACC, all improvements for which an approval of the ACC is required under this Declaration shall be completed within twelve (12) months from the date of commencement of said improvements.

G. No construction shall be commenced unless a returnable debris deposit of \$500 has been

deposited by the Owner with the Association. The debris deposit shall be applied to correcting or repairing any damage to the Common Area resulting from or in connection with the construction activity; but it shall not relieve the Owner from fully compensating the Association for any such damage. If no damage is done to the Common Area by the construction activity, the debris deposit will be returned to the Owner. The Board may increase the amount of the returnable debris deposit by up to \$100 each year if it determines the amount of the previous year's debris deposit is insufficient.

11.7 Variances. The ACC may authorize and grant variances from compliance with any of the provisions of the current architectural standards, if any, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with duly adopted Rules and Regulations. However, such variances may only be granted when unique circumstances dictate; and no variance shall be effective unless it is in writing and complies with the restrictions set forth in this Declaration. Further, such a variance will not bar the Association from denying a variance in the same or other circumstances. For the purposes of this subsection, the Owner's inability to obtain approval of any governmental agency, the issuance of a permit or the terms of any financing shall not be considered a hardship warranting a variance.

11.8 Florida-friendly Landscaping. When considering Owners' requests to modify their landscaping, the ACC shall follow the provisions of the Homeowners Associations Act, Sec. 720.3075(4)(b), Florida Statutes (2022), as the same may be amended from time to time, and shall not prohibit any Owner from implementing a Florida-friendly landscaping plan, as that term is defined in Ch. 373, Sec. 373.185(1)(b) Florida Statutes (2022), on his or her Lot.

ARTICLE XII. USE RESTRICTIONS

12.1. Residential Uses. The Units and Common Area may be used only for residential and recreational purposes, as well as those purposes provided in the MDO and IDO which allow certain flexibility in assigning and reassigning various land uses to the real property within VillageWalk which may include, without limitation, offices for any property manager retained by the Association or business offices for the Association and limited commercial capacities. The Board shall have standing to enforce such standards. No garage shall be used as a living area; and no garage shall be altered in such a manner that the number of automobiles which may be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

12.2. Master Association Use Restrictions. The Total Lands are subject to restrictions pursuant to Article 6 of the Master Declaration concerning mining, drilling, dredging, alteration of drainage, intrusion into wetlands and lakes; protection of wildlife and archaeological and historical sites; antennas, aerials, disks and flagpoles; energy conservation; litter; radio equipment; casualty destruction to structures; animals; garbage containers, oil and gas tanks; air conditioners; solar collectors and pool equipment; maintenance; temporary structures; nuisances; vehicle maintenance and repairs; approval of specifications and locations of structures; and subdivision and regulation of land.

12.3. Use Restrictions. The Board shall have the authority to make, amend, supplement and enforce the these Use Restrictions and the Rules and Regulations governing the use of the Units and the Common Area, in addition to the permitted and prohibited uses described in this Declaration; and the Board shall have the authority to impose reasonable user fees for use of the Recreational Facilities. Such Rules and Regulations and use conditions and restrictions shall be binding upon all Owners, Owners' Beneficiaries, tenants, guests and invitees unless and until they are canceled or modified at an annual or special membership meeting by a Majority of Members holding Voting Interests.

A. Signs. No sign, symbol, name, address, notice or advertisement shall be inscribed or exposed on or at any window or other part of a Unit or Lot without the prior written approval of the Board. However, an Owner may display a sign of reasonable size provided by a contractor for security services within ten (10) feet of any entrance to a Unit. The Board shall have the right to erect signs in the Common Area as it, in its sole discretion, deems appropriate.

B. Streets and Parking. The Board may make and enforce Rules and Regulations it deems necessary to keep the sidewalks, streets and alleys accessible at all times to pedestrians, bicycles, and vehicles (especially Emergency Medical Service vehicles and Fire Department trucks) and maintain the Community-Wide Standard by regulating the types and appearance of vehicles that may be parked outside Owners' garages. The Board may also make and enforce speed limits within the Common Area.

Without limiting the generality of the foregoing, the following rights and restrictions shall apply to all persons and their vehicles while on the VillageWalk premises:

(i) All sidewalks, including the area between the street and the paved portion of a driveway, shall remain free of obstruction to pedestrians; and no portion of a parked vehicle may extend into or across a sidewalk. No vehicle may be parked on any grassy area, including the grassy areas adjacent to the alleyways behind the townhouses, at any time for any reason.

(ii) Subject to Rules and Regulations promulgated by the Board, parking a vehicle for any purpose other than to pick up or drop off passengers or unload contents is not permitted at any time on the streets in the townhouse area or on Camminare Drive between Town Center and Cardena Lane except within the areas where parking cutouts are located. However, commercial vehicles (defined in Section 1.8) belonging to contractors hired by the Association or Owners to work in the Common Area or on the Owners' Units may park in areas outside the aforementioned parking cutouts during normal business hours and provided their vehicles do not obstruct the view of oncoming or overtaking vehicles.

(iii) Subject to the provisions of Section 715.07 of the Florida Statutes as the same may be amended from time to time, vehicles parked within the Common Area in violation of this section of the Declaration or any Rules or Regulations promulgated by the Board may be towed and their owners fined up to the maximum amount allowed by law. However, in instances other than emergency situations, the Board or Manager shall first send a written notice containing a description of the nature of the parking violation by mail or, if available, by email to the offending owner at least 72 hours before towing an offending vehicle from a Common Area. However, this

delay shall not relieve the vehicle's owner from liability to pay any accumulated fines. At least one hour before ordering a tow, the Board or Manager (see Section 3.22 of the Articles) shall attempt to contact the vehicle's owner by phone, text and email and let him or her know a tow truck is on the way.

C. Occupants Bound. All provisions of the Governing Documents and Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and provide for sanctions against Owners shall also apply to Owners' Beneficiaries, tenants, guests and invitees.

D. Animals and Pets. In addition to Rules and Regulations adopted by the Board from time to time, which may supplement or amend the provisions below, the following provisions shall apply:

(i) No animals may be raised, bred or kept in any Unit, except that dogs, cats or other household pets may be kept in a Unit provided they are not kept, bred or maintained for any commercial purpose or in numbers deemed unreasonable by the Board.

(ii) No Owner, tenant or other person shall be permitted to keep any dog in a Unit which is of mean, violent or aggressive temperament or otherwise evidencing such temperament. Dogs shall not be permitted in any of the Common Area unless under leash; and each pet owner shall clean up after his or her own pet.

(iii) If a dog or any other pet becomes obnoxious to other Owners or persons living in the vicinity by barking or otherwise, the pet owner shall promptly remedy the problem to the reasonable satisfaction of the Association, failing which, upon receipt of written demand from the Association, the pet owner shall remove the pet from the VillageWalk premises.

E. Nuisance. No Unit shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept in or on any Unit that will emit a foul or obnoxious odor or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property or to VillageWalk as a whole. No illegal, noxious or offensive activity shall be carried on, in, or outside any Unit, or the Common Areas; nor shall anything be done thereon or the Common Areas tending to cause a nuisance to any person using any property adjacent to the Unit or other Common Areas. There shall not be maintained any plants, animals, devices, or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of VillageWalk as determined by the Board in the exercise of its reasonable business judgment. The Board of Directors determination as to what constitutes a nuisance or annoyance shall be dispositive and shall control without regard to any legal definition of such terms.

F. Unsightly Conditions. All Lots and Units shall be kept in a clean and sanitary condition and no rubbish, refuse, or garbage shall be allowed to accumulate or any fire hazard allowed to exist. The exteriors of all Units visible from the street or an alleyway, including sidewalks, driveways, porches and the Lots upon which the Units are located shall be kept free of garbage, landscape debris, discarded furniture, machinery, toys and equipment, except such items as may be put out the evening prior to and picked up on

scheduled trash pick-up days. In the event an Owner fails to maintain his or her Unit as required for a period of ten (10) days or more, the Association shall have the right, exercisable in its discretion, to clear any rubbish, refuse, unsightly debris or overgrown landscaping from any Lot deemed by the Association to be a health menace, fire hazard or a violation of the Community-Wide Standard or detracting from the aesthetic appearance of VillageWalk; provided, however, that at least ten (10) days prior written notice shall be given by the Association to the offending Owner before such work is done. Thereafter, if such cleanup work is performed, the costs of such work, together with a twenty percent (20%) administrative fee plus interest thereon at the maximum rate permitted by the usury laws of the State of Florida, shall be charged to the Owner as a Unit Owner Assessment and shall become a lien on the Unit, which lien shall be effective, have priority and be enforced pursuant to the Assessment procedures set forth in this Declaration. If the Board determines that the unsightly condition(s) poses a threat to the public health, safety or related emergency, the Association may take immediate action without first giving the 10-day notice. All costs and expenses incurred shall be charged to the responsible Owner.

G. Antennas. Subject to the permitted uses set forth in Section 11.6(D) and except as otherwise permitted by law or regulation, no exterior antennas, aerials, satellite dishes or other apparatus for the reception or transmission of television, radio or other signals of any kind shall be placed, allowed, or maintained upon any portion of any Unit, without the prior written approval of the ACC.

H. Subdivision of Unit. Units shall not be combined, further subdivided or separated by their Owners; and no portion less than all of any such Unit nor any easement shall be conveyed or transferred by one Owner to another. However, this shall not prevent corrective deeds, deeds to resolve boundary disputes and other similar corrective instruments.

I. Pools. No above-ground pools shall be kept, constructed or installed on any Lot or Unit. In the event an Owner seeks to install an improvement which may be considered a pool, the Board's determination shall be binding.

J. Irrigation. No sprinkler or irrigation systems of any type which draw water from lakes, rivers, ponds, canals or other ground or surface waters shall be installed, constructed or operated by an Owner within VillageWalk unless prior written approval from the ACC has been obtained.

K. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only; and no obstructions or debris shall be placed in these areas by an Owner or any of an Owner's Beneficiaries, tenants, guests or invitees. No person, other than the Association or the Southwest Florida Water Management District, may obstruct or re-channel drainage flows or alter the location or configuration of any drainage swales, storm sewers or storm drains. The Association hereby reserves a perpetual easement across all Lots for the purpose of altering drainage and water flow. Lot septic systems are prohibited in VillageWalk.

L. Tree Removal. No trees shall be removed or caused to be removed by an Owner for any reason without prior written approval by the ACC. However, in an emergency situation, Owners may

seek approval directly from the Board of Directors upon 48 hours' notice. The Association may remove trees that are diseased, dead or need to be removed to promote the growth of other plantings, or for safety reasons or when causing or threatening to cause damage to property.

M. Sight Distance. No hedge, shrub or planting shall be placed or permitted to remain where it would create a traffic or sight problem; and the Association shall have the authority but not the obligation to remove and/or reposition any landscaping on a Lot that completely or partially blocks the view of oncoming traffic at street intersections.

N. Lighting. Except for seasonal decorative lights, which may be displayed by Owners or tenants for a thirty-three (33) day period each year beginning December 1st, all exterior lighting fixtures other than porch, patio, lanai or entry lighting fixtures must be approved by the ACC.

O. Artificial Vegetation, Decorative Objects and Flags. Artificial vegetation is not permitted anywhere on a Lot without the prior approval of the ACC, except within the confines of a porch, patio or lanai. Other exterior decorative objects may be displayed without ACC approval, as outlined in the ACC policy. Subject to the provisions of Florida Statutes, Section 720.304, as it may be amended from time to time, Owners and tenants may display up to two flags on their Lots or Units, including the flag of the United States, the official flag of Florida, flags that represent the United States Army, Navy, Air Force, Marine Corps, Space Force and Coast Guard, plus POW-MIA flags and first responders flags. ACC approval is not required for flag poles that are an inch or less in diameter and mounted to the exterior of a Unit, the garage of a single-story Unit or the front façade of a townhouse Unit. In addition, Owners may erect a free-standing flagpole no more than twenty (20) feet high on any portion of the Owner's Lot without prior ACC approval, provided said flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement.

P. Energy Conservation Equipment. Any solar heating apparatus mounted on the exterior of a Unit must be installed by a licensed Florida "solar contractor," as that term is defined in Sec. 489.105(3)(o), Florida Statutes; and the methods applied and materials used shall conform to all other applicable local, state and federal standards, including the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and domestic Water Systems. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the ACC. No solar panel, vents or other roof-mounted mechanical equipment shall project more than 1.5 feet above the surface of the roof of a Unit; and all such equipment shall be painted consistent with the color scheme of the roof of the Unit. This provision is not intended to prohibit the use of solar energy devices.

Q. Lakes and Water Bodies. All lakes, canals and bodies of water within the Common Area are primarily aesthetic amenities. Swimming is strictly prohibited. All other uses thereof, including fishing, shall be subject to the Rules and Regulations. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, canals, or bodies of water within the Common Area.

R. Recreational Facilities. All recreational facilities and playgrounds constructed or installed within the Common Area shall be used at the user's risk; and the Association shall not be liable to any person or persons for any property damage or personal injury occurring thereon or related to its use.

S. Business Use. Units shall be used solely for residential purposes and may not be used to conduct any trade or business where non-resident employees work in the Unit and/or customers or clients come and go frequently. Nothing herein is intended to prohibit Owners from maintaining a home office or from conducting business operations from the Unit which have minimal or no impact on the community. The Board shall determine in its discretion whether a challenged activity imposes an unacceptable impact on the community.

T. Windows and Window Treatments. All draperies, curtains, shades or other window treatments installed in a Unit which are visible from the exterior of a Unit shall have a white backing, unless otherwise approved by the ACC.

U. Whenever possible, towels, clothing and other laundry shall be aired or dried in an area within a Unit or Lot that is not exposed to view by neighbors or passersby.

V. Permitted Vehicle Parking. For purposes of this section there are five categories of permitted vehicles - commercial (as defined in 1.8), personal, work, recreational, and Public Service vehicles – with different parking rules.

1. Personal and work vehicles used by Owners, guests, tenants and social licensees may park only within the Unit's driveway, the Unit's garage, or on any designated Common Area where vehicles are permitted by the Board to be parked.
2. Recreational vehicles including golf carts, motorcycles, RVs, boats, camping trailers, or other similar vehicles determined by the Board in its reasonable discretion to be recreational vehicles, may be parked only within a garage provided the garage door remains closed except for purposes of ingress and egress.
3. Commercial (as defined in 1.8) and work vehicles driven by invitees in the community for business purposes may only park during daylight hours and temporarily in a Unit Driveway, or on designated Common Area where vehicles are permitted by the Board to be parked.
4. Public Service Vehicles such as ambulances and police or fire department vehicles may park where necessary.

All vehicles of whatever type and ownership shall be subject to the Rules and Regulations regarding parking, and the Association shall have the right to suspend the right to use the Recreational Facilities until the violation ceases, issue fines and/or authorize the towing away of any vehicles parked in the Common Area in violation of this section of the Declaration or the Rules and Regulations adopted by the Board to enforce them, and assess all towing costs against the offending vehicle's owner or the Unit Owner with whom that person is related or affiliated. Notwithstanding the permittance of vehicles listed above in the Association, the Board may adopt reasonable rules and regulations from time to time concerning the appearance of vehicles to maintain community wide standards including, without

limitation, a prohibition of keeping ladders or other equipment or tools mounted to or otherwise attached to a permitted vehicle or waste materials readily visible to a passerby, prohibiting the keeping of permitted vehicles on blocks, and prohibiting vehicles from being visibly stored under tarp or car cover.

W. Hurricane Season. Hurricane shutters shall meet the following standards:

(i) Permanently installed hardware for shutters, panels, screens and rollups shall be painted to match the principal color of the portion of the Unit to which they are attached or to match the trim color of the Unit, whichever will make the hardware the least noticeable. All hurricane shutters, other than those provided by the Developer, must be approved by the Architectural Control Committee (ACC).

(ii) No plywood panels are permitted.

(iii) All hurricane shutters, panels and rollups shall meet the following utilization standards:

(iv) They may be put in place or closed after the National Hurricane Center has issued a tropical storm or hurricane watch for an area encompassing the west coast of Florida; and they are to be removed or opened within five (5) days after all warnings or watches have ceased.

(v) Notwithstanding the foregoing, hurricane shutters, panels and roll-ups may be erected and left in place for a maximum of two, 30-day periods. These two periods may be consecutive. This will include shutters that are partially deployed. Owners/residents opting to do this will be required to notify the Town Manager, in advance, in writing of their address and the date of the deployment of the shutters.

(vi) Transparent (colorless) shutters or panels may be in place during the hurricane season as defined in 1.26 or as otherwise approved by the Board of Directors.

(vii) Each Owner who intends to be absent from their home at any time during Hurricane Season of each year shall prepare his Unit prior to departure by removing all furniture, potted plants and other moveable objects from the yard or lanai.

X. Golf Carts.

(i) All golf carts leased, owned or otherwise used by Owners may be parked or stored in Unit garages. No golf cart shall be placed or parked on any Lot or any portion of the Common Area unless the latter is specifically designated by the Association as a golf cart parking area. By operating a golf cart within VillageWalk, its owner shall be presumed to have released the Association of all liability arising from the use of the Owner's golf cart by any driver or passenger, whether permitted or not.

(ii) Each year, all golf cart owners shall provide the Association with proof of liability insurance in connection with the operation of their golf carts; and that insurance shall have such limits as shall be approved by the Association in its sole discretion. Each insurance policy shall name the Association as an additional insured and shall provide the Association with thirty (30)

days' notice prior to its cancellation.

(iii) Golf cart owners shall be fully responsible for any and all damages resulting from the use or misuse of their golf cart(s) by anyone operating or riding in or on said carts, whether they were aware of such use or not; and they shall reimburse the Association for any and all damages the Association may sustain by reason of such use or misuse. Such damages shall be collectible as a Unit Owner Assessment pursuant to the procedures for such assessments set forth herein.

(iv) All golf cart drivers must possess a valid, unrestricted driver's license to drive a golf cart anywhere within the confines of VillageWalk.

(v) The Board may make and enforce additional and supplemental Rules and Regulations restricting or prohibiting the operation of golf carts or any other self-propelled or motorized vehicles, including bikes and scooters, within the Common Area. In the event of a disagreement whether a vehicle is a golf cart, the Board's reasonable discretion shall control.

Y. Owner-Hired Contractors.

(i) The Board may make and enforce Rules and Regulations placing reasonable conditions upon a contractor's activities, including where vehicles, equipment and supplies may be parked or stored and the locations where traffic cones or signs must be placed by the contractor to make pedestrians or drivers of other vehicles aware of the obstruction.

(ii) The Association may also require contractors such as roofers or house painters who park their vehicles and/or store ladders, paint cans and other equipment or supplies on the street or sidewalk for all or most of the day to provide a current certificate of insurance from their insurance carrier showing the expiration date and coverage in amounts satisfactory to the Association for commercial general liability and commercial auto insurance. Contractors failing to comply with these requirements may be denied access to the VillageWalk premises until they are in full compliance.

(iii) In addition to the foregoing requirements for contractors in general, roofing contractors shall be licensed by the State of Florida; and they may be required by the Association to produce a copy of their Registered Roofing Contractor license before commencing work.

Z. Rules and Regulations. Owners, Owners' Beneficiaries, tenants and invitees shall abide by all Rules and Regulations promulgated from time to time by the Board.

ARTICLE XIII. COVENANTS REGARDING OAKMONT AND CARLYLE UNITS

There are 427 detached, single-story Units within VillageWalk, consisting of 295 Oakmont Units and 132 Carlyle Units. The restrictions, easements, covenants and provisions set forth herein shall apply to such Units.

13.1 Maintenance of Exterior of Units.

A. Owners shall maintain and keep in good repair the exterior of their Units, including all

exterior walls, fences, driveways and walkways, and keep them in good condition and repair. Such maintenance shall include the normal and routine cleaning and painting of the Unit's exterior walls and the periodic cleaning of its roofs.

B. The Association shall be responsible for assuring that the exterior of the Units and Lots, including without limitation the exterior walls, meets the Community-Wide Standard by visually inspecting, at least annually, the exterior walls and roofs of all Units and, if conditions warrant, giving written notice to Owners of any necessary work and a reasonable period of time in which to complete it.

- (i) Owners who dispute the scope or necessity of the maintenance work specified in the Board's notice or the time allowed to complete it may file an appeal with the Architectural Control Committee, whose decision shall be binding.
- (ii) For each year in which the Association issues written notices to Owners requiring painting or roof cleaning, it may but shall not be required to solicit bids from two or more contractors for each type of job to help Owners select a contractor whom they may want to hire and to provide a sample contract Owners may wish to use. Owners shall be under no requirement to use any such contractors or the sample contract. But if they do, the Association shall neither be a party to such contracts nor exercise any supervisory role over their execution.
- (iii) Regardless of who an Owner hires to paint his or her Unit, he or she shall ensure that only the paint colors approved by the Association for their specific Unit are utilized.

13.2 Zero Line Easement. Each Lot upon which a Carlyle or Oakmont Unit sits is subject to a Zero Line Easement ("the Easement") that runs immediately adjacent to and parallel with its Lot Perimeter Wall (as that term is defined in Article 1 above), from the front property line to the rear property line. The width of the Easement shall be the distance between the Owner's Lot Perimeter Wall and the property line dividing his Lot from his neighbor's (which, in most cases, is approximately 3 feet, 1 inch). Although the Easement lies wholly within the first Owner's Lot, (Lot "Y" in Exhibit A of the Declaration), that Owner is the Grantor of the Easement, which grants the rights to use and maintain the land on which the Easement is located to the Owner of the adjoining Lot (Lot "X" in Exhibit A of the Declaration), the Grantee, subject to the limitations set forth in Section 13.3. Each Carlyle and Oakmont Unit is constructed within the boundaries of its Lot such that the side which includes the Lot Perimeter Wall is adjacent to the Zero Line Easement.

13.3 Each Owner's Rights Under the Easement. The Owner of the Lot immediately adjacent to the Easement is the grantee of the Easement; and, subject to the rights reserved to the Association under the Governing Documents, the grantee has the exclusive right to choose how the land within the Easement is landscaped, including the choice of bushes and plants planted in it. The grantor of the Easement is not permitted to maintain the land within it, but may enter upon to gain access to repair, paint, or maintain the Grantor's Lot, Perimeter Wall, screened cage, roof, or the rear of the Unit..

13.4 Permissible Uses of the Easement. The area within the Easement may be used by the grantee for maintenance, landscaping and irrigation purposes; but, regardless of whether the grantee or

the Association is responsible for trimming the plants or bushes located within the Easement, no bush or plant may touch the Lot Perimeter Wall or the roof of the grantor's Unit, and no irrigation emitters or other equipment shall be permitted within the Easement which could stain or otherwise damage the Lot Perimeter Wall or the roof of the grantor's Unit. Any landscaping material or irrigation equipment which violates the foregoing limitations without the approval of the Association or its Architectural Control Committee, shall, as the case may require, be trimmed, relocated or removed by the Association at the grantee's expense.

13.5 Lot Perimeter Wall Repairs. In the event the Lot Perimeter Wall becomes damaged by the adjacent Lot Owner, that Owner shall be responsible for repairing such damage in a timely manner and in accordance with standards and specifications established by the Board. In the event such repairs are not made by the adjacent Lot Owner within thirty (30) days, the Association shall have the right, at reasonable times, to hire contractors to enter the Easement and adjacent Lot to make the necessary repairs; and the cost thereof shall be assessed to the adjacent Lot Owner and, if not paid in a timely manner, shall become a Special Assessment upon such adjacent Lot and its Owner.

13.6 Failure to Maintain the Premises. In the event an Owner of any Unit shall fail to maintain the premises and the improvements thereon as provided herein and in accordance with the Community-Wide Standard, the Association, after giving fourteen (14) days' written notice of the violation to the Owner, confirmation of the violation by the Covenants Committee and a reasonable opportunity to bring the Unit into compliance, the Association shall have the right to enter upon the Owner's Lot and repair and restore the exterior of the Unit and any other improvements erected thereon and assess all costs related to such correction, repair or restoration as a Unit Owner Assessment against such Unit and its Owner.

13.7 Casualty Insurance. Each Owner of a Carlyle or Oakmont must recognize that the Owner bears financial responsibility for any damage to the Owner's property and resolving any liability claims that may be brought against the Owner, and therefore must maintain a Homeowners Insurance Policy providing property damage coverage in an amount equal to the Unit's replacement cost and sufficient liability claims coverage.

ARTICLE XIV. COVENANTS REGARDING CAPRI AND TOWNHOUSE UNITS

There are a total of 750 Capri and Townhouse Units within VillageWalk, consisting of 506 Capri Units with attached two-car garages and 244 Townhouse Units consisting of 96 Catalina units with attached, one-car garages and 148 Cayman Units with detached, two-car garages. Each pair of Townhouse or Capri Units located in the same building share an interior wall (Party Wall) running the full length of the building and extending upward all the way to the underside of their shared roof (Party Roof). The center line of each Party Wall marks the interior boundary of the Units. Each pair of Townhouse and Capri Units in the same building also share a Privacy Wall attached to the exterior of the building's rear wall and located on the same lot line as the Party Wall. Further, all Townhouse and Capri Units, except those adjacent to a Common Area or whose window wall faces a lake or lagoon, share a stand-alone Privacy Wall located on the property line between two buildings. The following restrictions, covenants and provisions set forth herein shall apply to all 750 Townhouse and Capri Units unless otherwise noted.

14.1 Rights and Responsibilities. Owners shall maintain their Units, including their side of the

Party Wall, their Party Roof and elements thereof, their side of any attached or detached Privacy Walls that are located on a property line between their Lot and their neighbor's, and their driveways, walkways and Owner-installed landscaping, all in a manner consistent with the Community-Wide Standard and the applicable covenants, conditions and restrictions of the Declaration. The general rules of law regarding such structures and liability for property damage due to negligence, willful acts or omissions with respect thereto shall apply. The obligation of any Owner to contribute for the cost and expenses in the repair, maintenance and/or restoration of any shared wall, roof or other structure shall be appurtenant to the land and shall pass to such Owner's successors in title.

14.2 Party Walls. Each co-Owner of a Party Wall and his or her heirs, successors and assigns shall have the right to use the same jointly with the Owner of the adjoining Unit. The term "use" includes normal interior usage such as paneling, plastering, decorating, erection of interior walls and shelving attached to the Party Wall; but it does not permit any alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete forming the Party Wall.

14.3 Exterior Repairs and Maintenance.

A. Owners of Capri and Townhouse Units shall, at their own expense, maintain and keep in good repair the exterior walls and roofs of their Units, as well as their driveways and walkways. The cost of cleaning, repairing and maintaining their Party Walls, Party Roofs and any shared walls, entryways and porticos shall be borne equally by their Owners.

B. The Association shall be responsible for assuring that the exterior appearance of all Capri and Townhouse Units meets the Community-Wide Standard and may inspect the exterior walls and Party Roofs of all Units on a yearly basis and, if conditions warrant, give written notice to Owners of any necessary work and a reasonable period of time in which to complete it.

(i) Owners who dispute the scope or necessity of the maintenance work specified in the Association's notice or the time allowed to complete it may file an appeal with the Architectural Control Committee, whose decision shall be binding.

(ii) For each year in which the Association issues written notices requiring painting or roof cleaning, it may but shall not be required to solicit bids from two or more contractors for each service in an effort to help Owners select whom they want to hire and to provide a sample contract and/or request for proposal Owners may wish to use. Owners shall be under no requirement to use any such contractors or sample contracts; but if they do, the Association shall neither be a party to such contracts nor exercise any supervisory role over their execution.

(iii) In the event an Owner who has received notice referred to above wishes to hire a contractor other than one from whom the Association has solicited a bid, prior to hiring the contractor, the Owner must so notify the Association.

(iv) If a contractor is hired to paint the exterior of a Unit, the Owner shall ensure that only

paint colors approved in writing by the Association for their specific Unit are utilized.

(v) If an Owner unilaterally decides to paint his or her Unit or clean his or her portion of the Party Roof using a contractor other than one from whom the Association has solicited a bid, the Owner shall still comply with all applicable requirements under this section.

(vi) If both Owners of Capri or Townhouse Unit agree that all or any portion of their Party Roof has reached the end of its useful life and needs to be replaced but they cannot agree on the choice of the contractor to do the work or which of the ACC-approved roofing materials will be used, they shall attempt to settle their dispute by mediation before seeking a resolution through arbitration or legal action. If the parties cannot agree on a mediator, one will be selected for them by the Board. Unless otherwise agreed by the parties, they shall share the costs of mediation equally. If the parties cannot reach an agreement through mediation or if any delay may cause damage to either or both Owners' Units, either party may seek injunctive relief to compel the other to agree to select a contractor and commence work.

14.4 Maintenance of Shared Walls. The maintenance, including re-painting, repairing and rebuilding attached or stand-alone walls located directly on the property lines between neighboring Owners' Lots shall be the joint maintenance obligation of such Owners. Each Owner is responsible for maintaining and performing necessary repairs to the portion of the shared wall which faces the Owner's Unit; and the costs of such repairs shall be borne solely by said Owner. In the event of damage to or destruction of a shared wall from any cause other than the negligence or willful misconduct of one of the adjacent Owners, both Owners shall, at their joint expense, promptly repair and rebuild the shared wall. Free-standing Privacy Walls built entirely on an Owner's Lot or located on the property line separating an Owner's lot from a Common Area shall be maintained in its original condition at the expense of the Owner.

14.5 Repair and Rebuilding of Adjoining Units.

A. In the event of any damage to or destruction of adjoining Units from any cause other than the negligence or willful misconduct of one of the Owners or their tenants, family members, or invitees, both Owners shall, at their own expense, repair and rebuild their Units as expeditiously as possible, in the same manner as originally constructed and of the same size and materials.

B. During the course of any repairs or rebuilding work, entry by contractors onto the property of either or both Units shall not be hindered; and the consent of both Owners shall be deemed to have been granted to their contractors to enter upon both Units and Lots to perform such repairs and rebuilding work.

14.6 Townhouse Drainage Easements. The Developer granted a perpetual drainage easement under all of the Townhouse Units for the use and benefit of their Owners. It is expressly understood that the construction of the patios of the Townhouse Units may occur over the underground drainage easements. These drainage easements are for the collection and evacuation of storm and surface water drainage. Unless maintenance, repairs or replacement of underground drainage lines are required and such service cannot be accomplished from the exterior of the Townhouse Unit building, then it shall be permissible for the Association or its designated agent to evacuate such lines and perform any necessary

maintenance, repairs or replacements, providing, thereafter, that the Association or its designated agent restores any disturbed areas substantially to the condition existing prior to its activity. The Owner of the Townhouse Unit patio floor surface shall have complete surface rights unless such maintenance, repairs or replacements from the surface are necessary.

14.7 Utility Easements. The Owner of each Townhouse and Capri Unit grants to the Owner of the adjoining Unit a perpetual utility easement for water, sewer, power, telephone and other utility and service company lines and systems, if any, that may be installed beneath or within these attached Units. Any expense caused by the necessary access of authorized personnel of utility or service companies to service lines affecting Capri or Townhouse Units sharing a Party Wall which are located beneath or within the Units shall be shared equally by their Owners; provided, however, that where the necessary access by said authorized personnel is required because of the intentional or negligent misuse of the utility or service company line or system by one of the Owners or his lessee, invitee, co-occupant or agent, any expense arising therefrom shall be borne solely by such Owner. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines located within the Common Area shall be paid by the Association as a Common Expense.

14.8 Townhouse Entry and Porticos. Townhouse Units are separated by shared sidewalks; and Catalina model Townhouse Units have a shared entry area and/or porticos. The center line of the shared sidewalk and, where appropriate, the entry area and/or portico is the common boundary between and shared by these Townhouse Units; and the cost of maintaining the entry area and/or portico shall be borne by the Owners who share it.

14.9 Casualty Insurance. Each Owner of a Townhouse or Capri Unit must recognize that the Owner bears financial responsibility for any damage to the Owner's property and resolving any liability claims that may be brought against the Owner, and therefore must maintain a Homeowners Insurance Policy providing property damage coverage in an amount equal to the Unit's replacement cost and sufficient liability claims coverage.

ARTICLE XV. MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first mortgages on Units in VillageWalk. The provisions of this Article apply to the Governing Documents, notwithstanding any other provisions contained therein.

15.1 Notices of Action. An institutional holder, insurer or guarantor of a first mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the Unit number, therefore becoming an "Eligible Holder"), will be entitled to timely written notice of:

A. any condemnation loss or any casualty loss which affects a material portion of VillageWalk or which affects any Unit on which there is a first mortgage held, insured, or guaranteed by such Eligible Holder;

B. any delinquency in the payment of Assessments or charges owed by an Owner of a Unit

subject to the mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days; provided, however, that notwithstanding this provision, any holder of a first mortgage is entitled, upon request, to receive written notice from the Association of any default in the performance by the an Owner of a Unit of any obligation under the Governing Documents which is not cured within sixty (60) days; or

15.2 No Priority. No provision of the Governing Documents gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

15.3 Notice to the Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Unit.

15.4 Failure of Mortgagee to Respond. Any mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the mortgagee within 30 days of the date of the Association's request, provided such request is delivered to the mortgagee by certified or registered mail, return receipt requested.

ARTICLE XVI. ENFORCEMENT OF DECLARATION

The enforcement of this Declaration may be done by proceeding at law for damages or in equity to compel compliance with its terms or to prevent the violation or breach of any of the covenants or terms herein. The Association, Sarasota County, the Master Association or any Unit Owner may but shall not be under a legal duty or obligation to seek enforcement of the Declaration. Any Unit Owner who seeks enforcement of this Declaration shall by his or her actions be deemed to agree to indemnify the Association from all liabilities resulting from such actions. Should the party seeking enforcement be the prevailing party in any action, the party against whom enforcement has been sought shall pay all costs and reasonable attorneys' fees at all trial and appellate levels to the prevailing party.

ARTICLE XVII. AMENDMENTS

The Declaration may be amended in the following manner:

17.1 Proposal and Notice. An amendment to the Declaration may be proposed by the Board or at least twenty percent (20%) of the Members holding Voting Interests. Notice of the subject matter of the proposed amendment shall be included in or with the notice of any meeting (whether of the Board or of the Owners) at which such proposed amendment is to be considered.

17.2 Approval. The Declaration may be amended by the affirmative vote of a Majority of the Members holding Voting Interests casting their votes in person, by Electronic Ballot or by proxy at a membership meeting at which a quorum has been obtained.

17.3 Amendment Process. A proposal to amend any provision of the Declaration shall conform to the requirements of the Homeowners' Association Act and must contain the full text of the provision to be amended and may not be revised or amended by reference solely to its title or number. New language must be underlined, and proposed deleted language must be stricken. However, if the proposed change is so extensive that underlining and striking through language would hinder, rather than assist, the understanding of the proposed amendment, a notation must be inserted immediately preceding the proposed amendment in substantially the following form: "*Substantial rewording. See Governing Documents for current text.*" An amendment of the Declaration is effective when recorded in the Official Records of Sarasota County. Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

17.4 Limitation on Amendments.

A. Any amendment which would affect the surface water management system, including environmental conservation areas and the water management portions of the Common Area, must have the prior approval of the Southwest Florida Water Management District, which shall determine the necessity, if any, for modifications to the surface water management permit prior to recordation. If a permit modification is necessary, the permit modification must be approved by the Southwest Florida Water Management District prior to recordation of the amendment.

B. An Amendment of the Declaration may not alter the proportion or percentage by which Unit Owners share in the Common Expenses of the Association unless all such Owners and any holders of first mortgage liens on the affected Units approve the Amendment.

C. As provided under Florida Statutes, Section 720.306(1)(d), as the same may be amended from time to time, the Association shall not adopt any amendment to the Declaration that adversely and materially affects the priority of a recorded mortgagee's lien or right to foreclose its lien on any real property within VillageWalk or otherwise materially affects the rights and interests of such mortgagees without their prior written consent.

17.5 Amendments to Make Consistent with the Law and Governing Documents. The Declaration may, where appropriate, be amended by the Board to make it consistent with the provisions of the Articles of Incorporation and/or Bylaws. Whenever Chapters 607, 617 or 720, Florida Statutes, or other applicable Florida or federal laws or administrative regulations are subsequently amended so that any portion of the Declaration is inconsistent with the applicable law or administrative rules, the Board may, without a vote of the Members, amend the Declaration to make it consistent.

17.6 Scrivener's Errors. The Association, through its Board of Directors, may, without obtaining the prior consent or approval of the Members, amend this Declaration to correct a scrivener's error or other defect or omission, provided such amendment is reasonable and does not adversely affect, in a material way, an Owner's property rights. The amendment shall be signed by the President of the Board; and a copy shall be furnished to each Owner and all institutional mortgagees as soon as practicable after being recorded in the County's Public Records as provided below.

17.7 Certification and Recording. A copy of each amendment to the Declaration shall be recorded in the Official Records of Sarasota County, Florida, along with a certificate of amendment executed by the

appropriate officers of the Association attesting that the amendment has been lawfully adopted. An amendment becomes legally effective when filed and recorded as provided herein.

ARTICLE XVIII — CONVEYANCES

In order to assure a community of congenial residents and protect the value of the Units in VillageWalk, the sale or lease of Units shall be subject to the following provisions:

18.1 Notice to Association. Not less than twenty (20) days before the closing of the sale of a Unit or the first day of a lease, the Unit Owner shall notify the Association in writing of his intention to sell or lease his Unit; and the notice shall be accompanied by a copy of the purchase agreement (with the purchase price redacted if desired by the seller) or a copy of the lease, whichever is applicable. Except as provided in Sections 18.3 and 18.4 below, it is not the intention of this Article to grant to the Association a right of approval or disapproval of purchasers or lessees. However, it is the intent of this Article to impose an affirmative duty on Owners to keep the Association fully advised of any changes in occupancy or ownership for the purposes of facilitating the management of the Association's membership records and, in the case of the sale of a Unit, the collection of any fees or assessments that are past due or will become due prior to the closing or lease commencement date.

18.2 Lease Agreements.

All lease agreements between Owners and lessees shall be in writing and shall expressly provide that the lessees and their guests, family members and invitees are subject to all applicable provisions of the Declaration and Rules and Regulations that pertain to the use and enjoyment of the residences and Common Area of VillageWalk and that a failure by any of these persons to comply with the Governing Documents shall be deemed a material breach by the lessee of the lease agreement. As noted in Section 18.3, every lease must be approved in advance of the lessee's taking possession of the Unit. All leases shall be for a term of not less than four (4) months; although the Board may adopt a rule increasing the minimum term to six (6) months. In addition, the Board may, within the limitations imposed by Florida Statutes, Section 720.306(1)(h), adopt a special rule setting a maximum number of Units which may be leased in VillageWalk at any one time; and, if more than this maximum number of Units are being rented as of the date such a rule is approved, there shall be a freeze on leases until the total amount falls below the maximum number.

B. Owners intending to lease their Units shall furnish the Board with copies of all lease agreements prior to the lessees occupying the premises; and, notwithstanding that the agreement may require the lessee(s) to pay all Assessments which fall due during the term of the lease, the Owner/lessor shall remain liable for payment if the lessee is late or delinquent in paying any amount when due. By leasing his Unit, an Owner automatically assigns his right of use and enjoyment of the Common Area and facilities to his lessee(s); and in so doing, the Owner relinquishes these rights during the term of the lease agreement. The Association may require additional information as part of its application, including without limitation, a background check or lease addendum prepared by the Association which shall be incorporated into every lease agreement entered into whether or not expressly incorporated into any lease agreement in the Association.

18.3 Association Approval. Upon receipt of a copy of the contract for purchase and sale or a copy of the lease, as the case may be, as well as other information requested by the Association, the Association shall, within ten (10) business days, issue a certificate indicating the Association's approval of the transaction. In the event of a sale of a Unit, it shall be the responsibility of the purchaser to furnish the Association with a recorded copy of the deed of conveyance indicating the new owner's mailing address for all future Assessments and other correspondence from the Association. Prior to the issuance by the Association of a certificate indicating the Association's approval of the transaction, the purchaser or lessee shall be required to agree to comply with the Declaration and the Rules and Regulations of the Association.

18.4 Delinquent Unit Owners. Notwithstanding the provisions above, if an Owner is delinquent in paying any Assessment, interest, late fee, fine or other monetary obligation to the Association or the Owner or his or her buyer, family member(s), guests, agents, licensees, invitees or tenants are not in compliance with any provisions of the Governing Documents, the Association has the right to disapprove of any lease (or renewal) for cause, the right to disapprove and void any lease at any time prior to or during the leasehold tenancy until any delinquent amount is paid and/or until any violation of the Governing Documents is remedied to the reasonable satisfaction of the Association, and to require any tenant occupying the Unit during any period in which monetary obligations are due but have not been paid to the Association to pay the rent to the Association as provided in Florida Statutes section 720.308(8), as amended.

ARTICLE XIX — TERMINATION

19.1 Consent to Termination. The consent of at least 67% of Members holding Voting Interests and the approval of the holders of first mortgages on Units to which at least 67% of such Members pertain shall be required to terminate this Declaration.

19.2 Termination and Documents. If this Declaration is terminated in accordance herewith, it is hereby declared by the Association, and each and every Owner of a Unit by acquiring title to his or her Unit covenants and agrees, that the termination documents shall require:

- A. That all Units shall continue to be used solely as single-family residences.
- B. The Common Area shall be owned and held in equal shares by the Unit Owners as tenants in common; and each Owner shall remain obligated to pay his pro rata share of expenses to continually maintain the Common Area.

19.3 Limitation on Termination. By acquiring title to a Unit, Owners and their grantees, successors and assigns covenant and agree that no termination of this Declaration shall be made for a period of twenty-five (25) years from the date of recordation of this Declaration. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the subject property and inure to the benefit of the Association, the Owners, Institutional mortgagees and their respective legal representatives, heirs,

successors and assigns for said period. After this period, the Declaration shall be automatically renewed and extended for successive periods of ten years each unless, at least one year prior to the termination of such 25-year term or any such 10-year extension, there is recorded in the Public Records of the County, an instrument evidencing the consent to termination by the Owners and the holders of first mortgages as described in paragraph 19.1 above, upon which event this Declaration shall be terminated upon the expiration of twenty-five (25) years or the 10-year extension thereof during which the termination instrument is recorded.

19.4 Water Management System. If the Association is terminated, the property consisting of the surface water management system operated and maintained as part of the Common Area shall be conveyed to an appropriate agency of local government, and if not accepted thereby, then it must be conveyed to a similar non-profit corporation.

ARTICLE XX — SURFACE WATER MANAGEMENT SYSTEM, PRESERVATION AREAS, CONSERVATION AREAS & ENVIRONMENTALLY SIGNIFICANT COMMON AREAS

Within the Committed Lands or within lands which may be submitted to this Declaration by subsequent amendment are the Surface Water Management System, Preservation Areas, Conservation Areas and other environmentally significant portions of the Common Area, including without limitation, wetlands, wetland buffers, regulated uplands and other environmentally significant resources.

"Preservation" is defined to mean the perpetual maintenance of habitats in their existing or restored native condition. "Conservation" is defined to mean the wise use of native habitats other than those required to be preserved. "Conservation Areas" may include native habitats that are set aside to fulfill open space requirements without specific management guidelines. Restoration Area drainage systems adjoin the boundaries of VillageWalk and may run through it. Restoration Areas may be designated or dedicated as Preservation Areas or Conservation Areas.

The Association shall be responsible for the operation, maintenance and regulatory compliance of the Surface Water Management System and all drainage, Preservation Areas, Conservation Areas, Restoration Areas and other environmentally significant resources located within the Common Area in accordance with the rules, regulations, and permitting requirements set forth by Sarasota County and other permitting agencies, including the Southwest Florida Water Management District, the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers. All such areas shall be defined, identified, and described as such on all plats of VillageWalk or may be granted by separate easements recorded in the public records of Sarasota County. Management of all such areas shall be consistent with the Resource Management Plan contained in the IDO. Use restrictions regarding the preservation and conservation areas are specifically identified in the MDO as amended by County Resolution No. 91-170.

No Owner shall (1) undertake any activity in preserved wetlands, upland buffers to wetlands, archeological sites or wetland compensation areas with the Preservation Areas and Conservation Areas described in all approved permits and plats of VillageWalk, or (2) remove native non-nuisance vegetation

that becomes established within wet detention ponds without prior written consent of the Board, the County and the applicable permitting agencies. Prohibited activities within such areas include removal of native vegetation (by dredging, application of herbicide or cutting); excavation; placement or dumping of soil, trash, land clearing or landscaping debris; and construction or maintenance of any building, residence, or structure. It shall be the responsibility of all Owners to comply with the construction plans for the surface water management system approved by the applicable permitting agencies.

No Owner may construct or maintain any building, residence or structure or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas or drainage easements described in the approved permit and recorded plat of VillageWalk, unless prior approval is received from the Southwest Florida Water Management District Venice Regulation Department

Within any Preservation Area or any wet detention pond, as such ponds are designated by the Southwest Florida Water Management District, no Owner, tenant, guest, licensee or invitee shall remove any native vegetation, including cattails, that may become established therein. The prohibition against removal of native vegetation shall not be construed to prevent the removal of exotic vegetation in accordance with a governmentally approved maintenance plan. Inquiries regarding provisions of this Article should be addressed to the Southwest Florida Water Management District, Venice Permitting Office.

ARTICLE XXI — MISCELLANEOUS

21.1 Severability. In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

21.2 No Waiver. The failure of the Association or any Owner to object to an Owner's or another person's failure to comply with the covenants, conditions and restrictions contained herein shall in no event be deemed a waiver of any right to object to same and to seek compliance therewith in accordance with the provisions herein.

21.3 Automatic Adoption of Legislative Amendments. The Declaration shall be governed and interpreted by the relevant provisions of the Homeowners Associations Act, Ch. 720, Florida Statutes, and the Not For Profit Corporations Act, Ch. 617, Florida Statutes, as they may be amended from time to time.

21.4 Presumption of Beneficial and Impartial Intent. Use restrictions being an inherent part of VillageWalk and crucial to the stable, planned environment of any shared ownership community, by purchasing a Unit, each Owner shall be presumed to agree that the restrictions set forth in this Declaration (1) are reasonable and are intended to be enforced uniformly against all Owners and their family members, co-occupants, tenants, guests and invitees and (2) shall not be enforced arbitrarily or impose a burden on Owners or the use of their Units that substantially outweighs the restriction's intended benefits or violates a fundamental public policy. Moreover, each restriction must be viewed not by reference to facts that are specific to the objecting Owner but by reference to the common interest of the Owners as a whole.

21.5 Partition. The Association may not convey, encumber, abandon, partition or subdivide any of the Common Area without the approval of all Institutional mortgagees.

21.6 Governing Documents. The Association shall (1) make available to Owners, Institutional Mortgagees and holders, insurers or guarantors of any first mortgage, up-to-date copies of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations and other such documents governing the Association, and (2) shall make the books, records and financial statements of the Association available to Owners only. "Available" shall be defined as obtainable for inspection, upon written request after reasonable notice, during normal business hours or under such other reasonable circumstances. Any holder of a first mortgage shall be entitled, upon written request after reasonable notice, to a financial statement of the Association for the immediately preceding fiscal year.

21.7 Headings. Article and paragraph captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only; and in no way shall such captions or headings define, limit or in any way affect any of the terms and provisions of this Declaration.

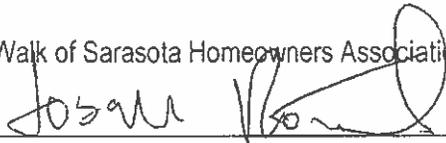
21.8 Pronouns. Whenever the context requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof; and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

21.9 Interpretation; Disputes. The Board of Directors is responsible for interpreting the provisions of this Declaration, its exhibits and rules promulgated by the Board. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel retained by the Board that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation. In the event there is any dispute as to whether the use of the Property complies with the covenants and restrictions contained in this Declaration, its exhibits or the rules promulgated by the Board the matter shall be referred to the Board and the determination of the Board with respect to such dispute shall be dispositive on the issue and binding on all parties.

CERTIFICATE

These amendments to the Declaration of VillageWalk of Sarasota Homeowners Association, Inc. were duly properly and duly adopted at the October 22nd, 2024 membership meeting of the Association and the October 22nd, 2024 meeting of its Board of Directors.

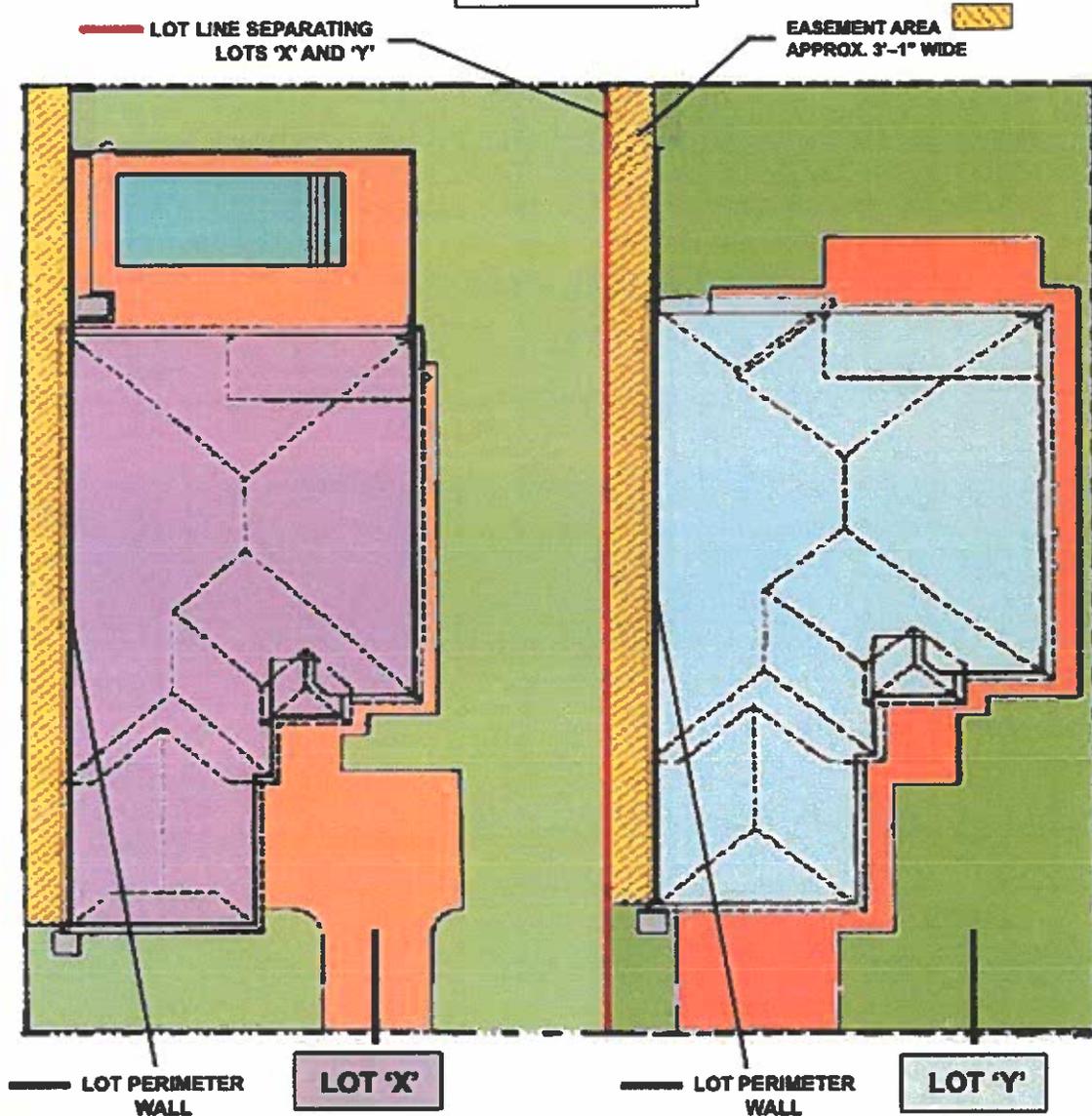
IN WITNESS WHEREOF, the undersigned officers of the Association have caused these amendments to the Declaration to be executed on this 7th day of November, 2024.

VillageWalk of Sarasota Homeowners Association, Inc.
By: 
President

(Corporate Seal)

Attest: 
Secretary

EXHIBIT A



Explanation of Easement Area

Each lot upon which a Carlyle or Oakmont site is subject to an Easement (the crosshatched rectangle colored yellow) running between the Unit's Lot Perimeter Wall and the property's lot line, which in most cases is approximately only 3'-1" away. As shown above, the Easement is physically part of Lot 'Y's' property (the Lot to the right with the light blue home on it), but by granting it as an Easement to Lot 'X' (the property to the left), the Owner of Lot 'X', known as the grantee, is given the exclusive right to use and maintain the Easement property, including the lawn and any plantings growing within it, subject to the approval of the Architectural Control Committee. As the grantor of the Easement, the Owner of Lot 'Y' is not permitted to use or maintain the property within the Easement, but may enter upon it to perform any needed maintenance, including but not limited to, repairing or painting the Lot Perimeter Wall or repairing or cleaning the roof of his or her home.

While the Units depicted above are Oakmonts, all of the above language applies equally to Carlyle units and their lots; the only exception being that for approximately 40% of the Carlyles, their Lot Perimeter Walls do not extend past the rear wall of the home.

ARTICLES OF INCORPORATION

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11/20/2024 11:40 AM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 3258399

Prepared by and return to:
Steven J. Adamezyk, Esq.
Varnum, LLP
4501 Tamiami Trail N. Ste 350
Naples, FL 34103

CERTIFICATE OF AMENDMENT TO THE

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR VILLAGEWALK OF SARASOTA**

AND

**ARTICLES OF INCORPORATION OF
VILLAGEWALK OF SARAOSTA HOMEOWNERS ASSOCIATION, INC.**

AND

BYLAWS OF VILLAGEWALK OF SARASOTA HOMEOWNERS ASSOCIATION, INC.

I HEREBY CERTIFY that the following Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Villagewalk of Sarasota, Second Amended and Restated Articles of Incorporation of Villagewalk of Sarasota Homeowners Association, Inc. and Second Amended and Restated Bylaws for Villagewalk of Sarasota Homeowners Association, Inc. were duly approved by the requisite voting interests of Villagewalk of Sarasota Homeowners Association, Inc. at a duly noticed Special Members' Meeting and by the Board of Directors at a duly noticed Board meeting on the 22nd day of October, 2024. Said amendments were approved by a proper percentage of voting interests of the Association.

The original Declaration of Covenants, Conditions, and Restrictions for Villagewalk of Sarasota, the original Articles of Incorporation and Bylaws for Villagewalk of Sarasota Homeowners Association, Inc., including the legal description of the Sarasota County, Florida real property subject to this amendment, was recorded at Official Records Instrument Number 2001098500 of the Public Records of Sarasota County, Florida.

The original Declaration of Covenants, Conditions and Restrictions for Villagewalk of Sarasota, Articles and Bylaws for Villagewalk of Sarasota Homeowners Association, Inc. were previously amended and restated and recorded at Official Records Instrument Number 2007103986 of the Public Records of Sarasota County, Florida.

WITNESSES:

**VILLAGEWALK OF SARASOTA
HOMEOWNERS ASSOCIATION, INC.**


Signature

Maria Charakembau
Print Name

8109 Camminax Dr
Sarasota FL 34238

Witness 1 Address

BY: 
Joseph Rosenthal, President

Marie Sargeant
Signature

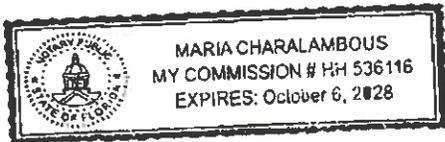
Marie Sargeant
Print Name

Venice, FL 34292
Witness 2 Address

**STATE OF FLORIDA
COUNTY OF SARASOTA**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared in person or virtual attendance. Joseph Rosenthal, as President of Villagewalk of Sarasota Homeowners Association, Inc. who is personally known to me or has produced his Driver License, as identification, and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid the 11 day of November 2024.



Maria Charalambous
Notary Public, State of Florida
Print Name: Maria Charalambous

SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
VILLAGEWALK OF SARASOTA HOMEOWNERS ASSOCIATION, INC

WHEREAS the original Articles of Incorporation of VillageWalk of Sarasota Homeowners Association, Inc. (the "Association"), a Florida Not For Profit Corporation under Chapter 617, Florida Statutes, as well as a Florida homeowners' association under Chapter 720, Florida Statutes, were filed with the Florida Department of State on January 24, 2001 and were further amended by a revision of Section 8.1, filed with the Department of State on October 4, 2018, and a revision of Subsections 11.2(A) and (B), filed with the Department of State on April 7, 2022; and

WHEREAS the Board of Directors of the Association ("Board") proposed and approved these substantial amendments to the Articles of Incorporation at a duly noticed and convened Board meeting held on October 22nd, 2024; and

WHEREAS the affirmative approval of at least a Majority of the Voting Interests present, in person or by proxy, at a membership meeting held on October 22nd, 2024, at which a quorum was obtained, approved these amendments to the Articles of Incorporation pursuant to Article 10 thereof; and

WHEREAS the number of Members' and directors' votes cast in favor of these amendments is sufficient for approval under the Association's governing documents and Florida law.

NOW, THEREFORE, Villagewalk of Sarasota Homeowners Association, Inc., whose principal office is located at 8109 Camminare Drive, Sarasota, Florida, does hereby adopt the following substantial amendments to its Articles of Incorporation:

ARTICLE I. NAME, DEFINITIONS, & PRINCIPAL OFFICE

1.1 Name. The name of this corporation is Villagewalk of Sarasota Homeowners Association, Inc. ("the Association").

1.2 Definitions. The words used in these Articles of Incorporation shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for the Association, (said Declaration, as amended, renewed or extended from time to time, hereinafter referred to as "the Declaration").

1.3 Principal Office. The principal address of the Association is 8109 Caminnare Drive, Sarasota, FL 34238. The Board of Directors ("Board") may change the Association's principal office from time to time in the manner provided by law.

ARTICLE II. PURPOSE

The purpose for which the Association is organized is to serve as a Not For Profit Corporation organized on a non-stock basis as a homeowners' association, which will have all the powers and privileges described in the Governing Documents and Chapters 617 and 720, Florida Statutes, and will perform all of the duties and obligations of the Association as set forth in the Declaration, including, without limitation, the establishment and enforcement of the payment of Assessments and other charges contained therein, and to engage in such other lawful activities as may be to the mutual benefit of the Members and their property.

ARTICLE III. POWERS

The Association shall have all of the powers set forth in Section 617.0302, Florida Statutes, including, without limitation, the following powers:

3.1 Common Law and Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not-for-profit pursuant to Chapter 617, Florida Statutes, and a homeowners association pursuant to Chapter 720, Florida Statutes, which are not in conflict with the terms of the Governing Documents.

3.2 Necessary Powers. The Association shall have all of the powers and duties set forth in the Declaration, except as limited by these Articles of Incorporation, and all powers and duties reasonably necessary to operate and administer the Properties pursuant to the Declaration, including but not limited to the following:

A. To fix, levy, adopt, amend and establish an annual budget and to levy and collect Assessments and Special Assessments, as provided for in the Declaration and Bylaws, against the Units and Owners to defray the costs and expenses of the Association and the Association's Property.

B. To use the proceeds of Assessments and Special Assessment in the exercise of its powers and duties.

C. To purchase, own, accept, sell, transfer, convey, hold, lease, maintain, repair, replace, improve, mortgage, encumber, lease, rent, operate and convey the real and personal property of the Association in accordance with the Declaration, Bylaws, and Florida law, and to maintain and operate the water management system as permitted by the Southwest Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances, if any.

D. To purchase and maintain whatever insurance policies are required by Florida law or the Governing Documents or which are deemed appropriate by the Board of Directors to protect the Common Areas and all buildings, equipment and facilities located thereon from damage and to protect all directors, officers and duly appointed committee members from personal liability for decisions made within the scope of their duties while serving on the Board or a committee.

E. To dedicate or to transfer all or any part of the Association's Property to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by not less than fifty-one percent (51%) of the Members holding Voting Interests present (in person or by proxy) at a membership meeting at which a quorum is obtained, and approved by not less than seventy-five percent (75%) of the institutional mortgagees holding mortgages encumbering Units.

F. To reconstruct the improvements to the Association's Property after casualty and to further alter and improve the Association's Property as provided in the Declaration.

G. To make, promulgate, adopt, alter, revoke, enforce, and amend reasonable Rules and Regulations regarding the Units, Common Areas, and the property of the Association in accordance with the requirements set forth in the Bylaws.

H. To hire contractors for the management of the Association's real and personal property and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Declaration or Florida law to be approved by the Board or the Membership. A contract with a manager, if made by a competitive bid, may be made for up to three (3) years and, irrespective of the term, be terminable by the Association with or without cause and with a notice period not to exceed ninety (90) days..

I. To employ personnel for reasonable compensation to perform the services required for proper operation and administration of the Association and its real and personal property.

J. To have the authority but not the legal duty or obligation to enforce, by any and all lawful means, the provisions of the Declaration, these Articles, the Bylaws and the Rules and Regulations as same may be promulgated, modified or amended from time to time by the Association.

K. To pay all taxes and assessments when they become due which are levied against the Association or any real or personal property belonging to it.

L. To pay the cost of all power, water, sewer, waste collection and other utility services rendered to the property of the Association, and not billed to Unit Owners.

M. Subject to any guidelines or limitations imposed by the Declaration, to enter any Unit at a reasonable time and upon reasonable notice to make emergency repairs or to do such other work reasonably necessary for the proper protection, preservation or maintenance of Association Property.

N. To grant such permits, licenses, and easements over the Common Areas for utilities, roads, and other purposes reasonably necessary or useful to the Association.

O. To designate portions of the Common Areas for commercial uses; to determine the manner in which commercial portions of the Common Areas are held and operated, as well as the

Person or entity to hold, operate, and manage any commercial portions of the Common Areas; and to apply income, if any, from the rental of portions of the Common Areas in a commercial capacity to reduce the Common Expenses of the Association.

P. To have the authority but not the legal duty or obligation to commence legal proceedings or defend against them where necessary to protect the rights of the Association and, where their commonly shared ownership interests are at stake, the rights of the Association's Members, and to negotiate and settle such litigation, disagreements, and disputes.

Q. To make, enter into, perform and carry out contracts of every kind and nature with any person, firm, corporation or association and to do any and all other acts necessary or expedient for carrying on any and all of the activities of the Association and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

R. To place liens against any Unit subject to Assessment for delinquent and unpaid Assessments, late fees, interest, costs, attorney's fees and/or other charges and to bring suit for the foreclosure of such liens, seek money judgements, or to otherwise enforce the collection of such amounts for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

S. To delegate such of the powers of the Association to independent contractors, committees, management companies, managers, officers, assistant officers, and to other agents and representatives as may be deemed to be in the Association's best interest by the Board of Directors.

T. To create, appoint, modify, and disband committees as the Board deems necessary and appropriate.

U. To exercise emergency powers as provided in Section 720.316, Florida Statutes (2021), as amended from time to time.

V. To do such other things and exercise such additional powers as may be reasonably necessary in order to perform the duties and to exercise the powers provided for the Association by Florida law, or in the Declaration, Articles of Incorporation, and Bylaws.

W. To borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred if first approved by the Board and Members as required by the Bylaws.

3.3 Funds and Title to Properties and Assets. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the Owners in accordance with the provisions of the Declaration, these Articles and the Bylaws. The interest of a Member in the funds and assets of the Association cannot be assigned, pledged as collateral for a loan or transferred in any manner except as an appurtenance to the Unit which is the basis of membership in the Association.

ARTICLE IV. MEMBERS

4.1 Members. The Members of the Association shall consist of all of the record Owners of Units in

VillageWalk of Sarasota. An Owner of a Unit shall automatically become a Member upon acquisition of the fee simple title to their respective Unit. If a Unit is owned by more than one person, they may all be Members but only one among them may hold the Voting Interest in the Unit. If a Unit is owned by a partnership, limited liability corporation (LLC) or other type of corporation, such persons, partners, managing members or corporate directors, as the case may be, shall select one person among them to be the Members and hold the Voting Interest in the subject Unit. If a Unit is owned by a Florida land trust, the Member and person holding the Voting Interest in the Unit shall be held by the trustee.

4.2 Change of Membership. Change of Membership in the Association shall be established by recording in the Public Records of the County, the deed or other instrument establishing record title to a Unit at VillageWalk of Sarasota, and the delivery to the Association of a copy of such instrument. Subject to the limitations on membership set forth in Section 4.1 above, each Owner designated by such instrument thus becomes a Member of the Association, and the membership(s) of the prior Owner(s) are terminated as of the date of recording of such instrument.

4.3 Transfer of Membership. Membership in the Association is appurtenant to and non-severable from an Owner's Unit. Accordingly, membership cannot be assigned, transferred, pledged, conveyed or alienated in any way except upon the transfer of title to a Unit, and then only to the transferee of title to such Unit. Similarly, a Member's share in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except upon the transfer of title of his or her Unit.

4.4 Voting. On all matters submitted to the Members for the election of directors or the approval of any relevant matter, including the proposed amendment of a governing document or section thereof, there shall be only one Voting Interest per Unit regardless of the type of ownership and shall be cast in accordance with the Bylaws.

4.5 Suspension of Voting Rights. Pursuant to Section 720.305(4), Florida Statutes, the Association may suspend the voting rights of an Owner for nonpayment of any fee, fine or other monetary obligation due to the Association in accordance with the Bylaws.

4.6 Membership Roster. The Association shall maintain a current list of Members of the Association. Whenever anyone becomes entitled to membership in the Association, it shall become their duty and obligation to inform the Secretary in writing, giving the Member's name, address and Unit number; provided, however, that any notice given to, or vote accepted from, the prior Owner of such Unit before receipt of written notification of change of ownership shall be deemed to be properly given or received. The Association may, but shall not be required to, search the Public Records of Sarasota County or make other inquiry to determine the status and correctness of the list of Members maintained by the Association and shall be entitled to rely upon the Association's official records until notified in writing of any change in ownership of the Unit.

ARTICLE V. TERM

The term for which this corporation is to exist shall be perpetual. In the event that the corporation is dissolved, the surface water management ("SWM") system, real property containing the SWM system and water management portions of the Common Areas will be conveyed to an agency of local government determined to be acceptable to Southwest Florida Water Management District. If the local government declines to accept the conveyance, then the SWM system, real property containing the SWM system and water management

portions of the Common Areas will be dedicated to a similar non-profit corporation.

ARTICLE VI. OFFICERS

6.1 Officers. The affairs of the Association shall be managed by the President, Vice President, Secretary and Treasurer, and such other officers and assistant officers as the Board shall deem appropriate from time to time. All officers shall be subject to the directions of the Board.

6.2 Election of Officers. The Board of Directors shall elect the President, the Vice President, the Secretary and the Treasurer, and as many Vice Presidents as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The Secretary need not be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary. Officers shall be elected by the Board at the first meeting of the Board following each Annual Meeting of the Members.

ARTICLE VII. BOARD OF DIRECTORS

The affairs and operation of the Association will be managed by a Board of Directors who shall be elected and serve in accordance with the Bylaws. Directors shall satisfy all qualifications and other requirements contained in the Bylaws and in Chapters 617 and 720, Florida Statutes.

ARTICLE VIII. INDEMNIFICATION

8.1 Indemnification. Every Director, committee member, and officer of the Association (and the Directors, committee members, and officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels and whether or not suit be instituted) reasonably incurred by or imposed upon him, her or them in connection with, arising out of or pertaining to any such proceeding, litigation or settlement in which he or she may become involved by reason of his or her being or having been a Director, committee member, or officer of the Association unless: (1) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be in or, at least, not opposed to the best interests of the Association, or, with respect to any criminal action or proceeding, that he or she knew or should have known his or her conduct was unlawful, or (2) such court also determines specifically that indemnification should be denied.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, by itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, knew or should have

known his or her conduct was unlawful.

To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 8.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him or her in connection therewith.

8.2 Time Period and Settlement. The foregoing provisions for indemnification shall apply whether or not the indemnified party is a Director, committee member or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the cost and expenses of the settlement as in the best interest of the Association.

8.3 Misfeasance or Malfeasance. In instances where a Director, committee member or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions of this Article 8 shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director, committee member or officer may be entitled whether by statute or common law.

8.4 Insurance. The Association has the power to purchase and maintain insurance (that is, a Directors and Officers ("D&O") insurance policy) on behalf of any person who is or was a director, officer, committee member, employee or agent of the Association against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such.

8.5 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 8 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE IX. BYLAWS

The Bylaws of the Association may be adopted, amended, altered or rescinded as provided therein. At no time shall the Bylaws conflict with these Articles or the Declaration; and no amendment, alteration or rescission may be made which adversely affects the rights and privileges of any Institutional Mortgagee, without the prior written consent of the Institutional Mortgagee so affected as provided in Section 720.306(1)(d), Florida Statutes

ARTICLE X. AMENDMENTS

These Articles of Incorporation may be amended in the following manner:

10.1 Proposal and Notice. An amendment to the Articles may be proposed by the Board or at least twenty percent (20%) of the Members holding Voting Interests. Notice of the subject matter of the proposed

amendment shall be included in or with the notice of any membership or Board meeting at which a proposed amendment is to be considered.

10.2 Approval. The Articles may be amended by the affirmative vote of a Majority of the Members holding Voting Interests casting their votes in person, by Electronic Ballot or by proxy at a membership meeting at which a quorum has been obtained.

10.3 Amendment Process. A proposal to amend any provision of the Articles shall conform to the requirements of the Homeowners' Association Act and must contain the full text of the provision to be amended and may not be revised or amended by reference solely to its title or number. New language must be underlined, and proposed deleted language must be stricken. If the proposed change is so extensive that underlining and striking through language would hinder, rather than assist, the understanding of the proposed amendment, a notation must be inserted immediately preceding the proposed amendment in substantially the following form: "*Substantial rewording. See Governing Documents for current text.*" An amendment of the Articles is effective when recorded in the Official Records of Sarasota County. Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

10.4 Amendments to Make Consistent with the Law and Governing Documents. As an exception to the foregoing, these Articles of Incorporation may be amended by the Board of Directors, if necessary, to make the same consistent with the provisions of the Declaration and, where appropriate, the Bylaws. Whenever Chapters 607, 617 or 720, Florida Statutes, or other applicable Florida or federal laws or administrative regulations are subsequently amended so that these Articles of Incorporation are inconsistent with the applicable law or administrative rules, the Board may, without a vote of the Members, to adopt amendments to these Articles of Incorporation to make them consistent.

10.5 Amendments Affecting Mortgagees. As provided under Florida Statutes, Section 720.306(1)(d), as the same may be amended from time to time, the Association shall not adopt any amendment to the Articles that adversely affects the priority of a recorded mortgagee's lien or right to foreclose its lien on any real property within VillageWalk or otherwise materially affects the rights and interests of such mortgagees without their prior written consent.

10.6 Scrivener's Errors. The Association, through its Board of Directors, may, without obtaining the prior consent or approval of the Members, amend these Articles in order to correct a scrivener's error or other defect or omission, provided such amendment is reasonable and does not adversely affect, material way, an Owner's property rights. The amendment shall be signed by the President of the Board; and a copy shall be furnished to each Owner and all institutional mortgagees as soon as practicable after being recorded in the County's Public Records as provided below.

10.7 Certification and Recording. A copy of each amendment to the Articles of Incorporation shall be filed with the Secretary of State and recorded in the Official Records of Sarasota County, Florida, along with a certificate of amendment executed by the appropriate officers of the Association attesting that the amendment has been lawfully adopted. An amendment becomes legally effective when filed and recorded as provided herein.

ARTICLE XI. REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association is located at 8109 Camminare Drive, Sarasota, Florida; and the Association's registered agent at this address is Castle Management, LLC. The Association's Board of Directors may, from time to time, change its registered office or agent in the manner provided by law and without having to amend these Articles of Incorporation.

ARTICLE XII. MISCELLANEOUS

12.1 Interpretation. Unless defined herein, terms used herein shall have the same meaning as provided in the Declaration. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations. The Board of Directors' interpretation shall be binding upon all parties unless wholly unreasonable and arbitrary. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable and arbitrary shall conclusively establish the validity of such interpretation.

12.2 Interpretation. If a term is not defined herein or in the Declaration or is deemed ambiguous, the Board of Directors shall be responsible for defining the term in its reasonable discretion. The Board of Directors may refer to the Florida Building Code (latest edition), the common or historical use of the term in the community or refer to a common dictionary when defining a term. The Board of Directors' definition shall be binding on all parties unless wholly unreasonable and arbitrary. A written opinion rendered by legal counsel that a definition adopted by the Board of Directors is not wholly unreasonable and arbitrary shall conclusively establish the validity of such definition.

12.3 Conflicts. The term "Governing Documents," as used in these Articles of Incorporation and elsewhere shall include the Declaration, Articles of Incorporation, Bylaws and Rules and Regulations of the Association, as well as all recorded Plats, drawings and other graphic descriptions of Units, easements and other exhibits to the Declaration. In the event of a conflict between the language in the Declaration and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict in any of the Governing Documents, the documents shall control in the following order: the Declaration, Articles of Incorporation, Bylaws, and then the Rules and Regulations.

12.4 Gender. The use of the terms "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

12.5 Severability. In the event that any provisions of these Articles of Incorporation are deemed invalid, the remaining provisions shall be deemed in full force and effect.

12.6 Headings. The headings of paragraphs or sections herein are for convenience purposes only and shall not be used to alter or interpret the provisions therein.

CERTIFICATE

VILLAGEWALK OF SARASOTA HOMEOWNERS ASSOCIATION, INC.
A Florida Not For Profit Corporation

These amendments to the Articles of Incorporation of Villagewalk of Sarasota Homeowners Association, Inc. were duly properly and duly adopted at the October 22nd, 2024 membership meeting and the October 22nd, 2024 meeting of the Board of Directors.

IN WITNESS WHEREOF, the undersigned officers of the Association have caused these amendments to the Articles of Incorporation to be executed on this 7th day of November, 2024.

By: Joym Rosen
President

(Corporate Seal)

Attested by: Margaret Wells
Secretary

BYLAWS
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11/20/2024 11:40 AM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 3258399

Prepared by and return to:
Steven J. Adameczyk, Esq.
Varnum, LLP
4501 Tamiami Trail N, Ste 350
Naples, FL 34103

CERTIFICATE OF AMENDMENT TO THE

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR VILLAGEWALK OF SARASOTA**

AND

**ARTICLES OF INCORPORATION OF
VILLAGEWALK OF SARAOSTA HOMEOWNERS ASSOCIATION, INC.**

AND

BYLAWS OF VILLAGEWALK OF SARASOTA HOMEOWNERS ASSOCIATION, INC.

I HEREBY CERTIFY that the following Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Villagewalk of Sarasota, Second Amended and Restated Articles of Incorporation of Villagewalk of Sarasota Homeowners Association, Inc. and Second Amended and Restated Bylaws for Villagewalk of Sarasota Homeowners Association, Inc. were duly approved by the requisite voting interests of Villagewalk of Sarasota Homeowners Association, Inc. at a duly noticed Special Members' Meeting and by the Board of Directors at a duly noticed Board meeting on the 22nd day of October, 2024. Said amendments were approved by a proper percentage of voting interests of the Association.

The original Declaration of Covenants, Conditions, and Restrictions for Villagewalk of Sarasota, the original Articles of Incorporation and Bylaws for Villagewalk of Sarasota Homeowners Association, Inc., including the legal description of the Sarasota County, Florida real property subject to this amendment, was recorded at Official Records Instrument Number 2001098500 of the Public Records of Sarasota County, Florida.

The original Declaration of Covenants, Conditions and Restrictions for Villagewalk of Sarasota, Articles and Bylaws for Villagewalk of Sarasota Homeowners Association, Inc. were previously amended and restated and recorded at Official Records Instrument Number 2007103986 of the Public Records of Sarasota County, Florida.

WITNESSES:

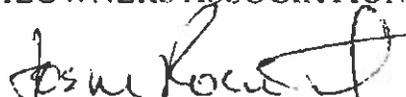
**VILLAGEWALK OF SARASOTA
HOMEOWNERS ASSOCIATION, INC.**


Signature

Maria Charakmbous
Print Name

8109 Camminax Dr
Sarasota FL 34238

Witness 1 Address

BY: 
Joseph Rosenthal, President

Maria Sargeant
Signature

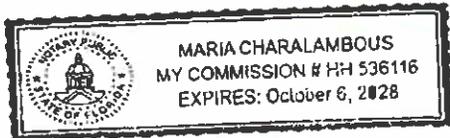
Maria Sargeant
Print Name

Venice, FL 34292
Witness 2 Address

**STATE OF FLORIDA
COUNTY OF SARASOTA**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared in person or virtual attendance, Joseph Rosenthal, as President of Villagewalk of Sarasota Homeowners Association, Inc. who is personally known to me or has produced his Driver License, as identification, and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid the 11 day of November 2024.



Maria Charalambous
Notary Public, State of Florida
Print Name: Maria Charalambous

**SECOND AMENDED AND RESTATED BYLAWS OF
VILLAGEWALK OF SARASOTA HOMEOWNERS ASSOCIATION**

WHEREAS the original Bylaws of VillageWalk of Sarasota Homeowners Association, Inc., a corporation not for profit under Florida Statutes, Chapter 617, and a homeowners association under Florida Statutes, Chapter 720, were adopted in 2001 and recorded in the Official Records of the Sarasota County Clerk of Circuit Court as Exhibit C to Instrument #2001098500;

WHEREAS the Bylaws were amended and restated on May 11, 2007 and recorded on June 29, 2007 in the Official Records of the Sarasota County Clerk of Court as part of Exhibit C to Instrument #2007103986;

WHEREAS the Bylaws were further amended in 2017 and recorded on March 27, 2017 in the Official Records of the Sarasota County Clerk of Court as part of Instrument #2017036997;

WHEREAS the Bylaws were further amended in 2018 and recorded on October 5, 2018 in the Official Records of the Sarasota County Clerk of Court as part of Instrument #2018132579;

WHEREAS the Bylaws were further amended in 2019 and recorded on June 20, 2019 in the Official Records of the Sarasota County Clerk of Court as part of Instrument #2019083036;

WHEREAS the Bylaws were most recently amended in 2022 and recorded on February 19, 2022 in the Official Records of the Sarasota County Clerk of Court as part of Instrument #2022028709;

WHEREAS, the Board of Directors ("Board") of VillageWalk of Sarasota Homeowners Association proposed and approved these amended and restated amendments to the Bylaws at a duly noticed and convened Board meeting held on October 22nd, 2024;

WHEREAS, the affirmative approval of at least a Majority of Members holding Voting Interests present in person, by electronic means or proxy at a membership meeting held on October 22nd, 2024, at which a quorum was obtained (including Members voting electronically), approved these amended and restated Bylaws pursuant to Article 6.2 thereof; and

WHEREAS, the number of Members' and Directors' votes cast in favor of these amended and restated Bylaws were sufficient for approval under the governing documents and Florida law.

NOW, THEREFORE, the Association hereby adopts the following amended and restated Bylaws:

ARTICLE I. NAME, PRINCIPAL OFFICE, AND DEFINITIONS

1.1. Name. The name of the Association shall be VillageWalk of Sarasota Homeowners Association, Inc. ("Association").

1.2. Principal Office. The principal office of the Association shall be located at 8109 Camminare Drive, Sarasota, Florida 34238. The Association may have other offices within Sarasota County as the Board of Directors may determine or as the affairs of the Association may require. The Board may change the Association's principal office from time to time in the manner provided by law.

1.3. Definitions. The terms used in these Bylaws, especially but not limited to "Voting Interests" and "Members," shall have the same meaning as set forth in the Association's Declaration of Covenants, Conditions and Restrictions ("Declaration") and its Articles of Incorporation ("Articles"). If a term is not otherwise defined in these Bylaws, the Declaration, the Articles or the Homeowners' Association Act and is deemed ambiguous by the Board, then the Board shall, in its reasonable discretion, take responsibility for interpreting and applying the term to the specific situation. In so doing, the Board may refer to the most recent edition of the Florida Building Code, the common or historical use of the term within the VillageWalk community or a commonly used dictionary. The Board's interpretation shall be binding on all parties unless unreasonable or arbitrary. A written opinion rendered by the Association's legal counsel that an interpretation by the Board is not unreasonable or arbitrary shall conclusively establish its validity.

ARTICLE II. MEMBERSHIP MEETINGS, QUORUM and VOTING

2.1. Membership. The Association shall have only one class of membership; and those members shall consist of all Owners of record of Units in VillageWalk of Sarasota (hereinafter referred to as "Members"). Membership is appurtenant to and non-severable from ownership of a Unit. Accordingly, membership cannot be assigned, transferred, pledged, conveyed or alienated in any way except upon the transfer of title of a Unit, and then only to the successor in title to such Unit. Owners shall automatically become Members upon acquisition of the fee simple title to their respective Unit.

2.2. Place of Meetings. All meetings of the Association shall be held at the principal office of the Association or, if that location is unavailable, at the next closest suitable place in Sarasota County as may be designated by the Association.

2.3. Annual Membership Meeting. There shall be an annual meeting of the Members, which shall be set by the Board so as to occur during the first quarter of each calendar year, on a date and at a time set by the Board. At each annual membership meeting, the Members shall elect Directors and may conduct such other business as may be properly brought before the membership meeting.

2.4. Special Membership Meetings. Special meetings of the membership shall be held when called by the Board or upon a petition signed by at least ten (10%) percent of the Members holding Voting Interests. No matter who calls it, the notice of any special meeting of the membership shall state the date, time and place of the meeting and a description of the purpose(s) thereof; and no business shall be transacted at a special meeting except as stated in the notice.

2.5. Notice of Membership Meetings. Written or printed notice stating the place, day and hour of any meeting of the membership shall be mailed, delivered or electronically transmitted to each Member holding a Voting Interest not less than fourteen (14) nor more than sixty (60) days before the date of such meeting. If mailed, the notice of the meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Owner at his or her address as it appears on the records of the Association. The notice shall be signed by the Secretary of the Board; and evidence of compliance with

this 14-day notice shall be made by an affidavit executed by the Secretary and filed upon execution among the official records of the Association. In the case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. The Association shall also post in a conspicuous place in or adjacent to the Association's principal office the notice and agenda of the membership meeting at least fourteen (14) days prior to the date of said meeting. Except as otherwise provided by Florida law, notice of meetings of the Board of Directors, membership meetings and committee meetings may be given by electronic transmission to those Members who consent to receive notice by electronic transmission. Each Member bears the responsibility of promptly notifying the Association in writing of any change of address. If ownership of a Unit is transferred after a notice has been transmitted, no separate notice to the new Owner is required.

2.6 Waiver of Notice. Notice of a membership meeting may be waived by a Member before or after a membership meeting. A Member waives any defect or lack of notice by attending a membership meeting, except when that attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

2.7 Electronic Transmission. Notwithstanding any other provision herein, notices of meetings of the Board of Directors, membership meetings of the Members (except membership meetings to recall Directors), and committee meetings may be given by electronic transmission to those Members who consent to receive notices by electronic transmission. "Electronic Transmission" means any form of communication not directly involving the physical transmission or transfer of paper which creates a record that may be retained, retrieved and reviewed by the recipient and that may be directly reproduced in a comprehensible and legible paper form by the recipient through an automated process such as a printer or a copy machine. Examples of electronic transmission include but are not limited to telegrams, facsimile transmission of images and text messages sent via electronic mail between computers. Electronic transmission does not include oral communication by telephone.

2.8 Participation and Voting by Remote Communication. Subject to such guidelines and procedures as the Board of Directors may adopt, Members and proxy holders who are not physically present at a meeting may, by means of remote communication, participate in a membership meeting and be deemed to be present in person and vote at the meeting if, (1) the Association implements reasonable means to verify that each person deemed present and authorized to vote by means of remote communication is a Member or proxy holder; and (2) the Association implements measures providing Members and proxy holders with a reasonable opportunity to participate in the meeting and vote on matters submitted to them, including an opportunity to communicate and read or hear the proceedings of the meeting substantially concurrent with the proceedings. If any Member or proxy holder votes or takes other action by means of remote communication, a record of that Member's participation in the meeting must be maintained by the Association in accordance with Florida Statutes, Sec. 617.1601.

2.9 Adjournment of Meeting. A Majority of the Members holding Voting Interests who are present in person, by electronic means or proxy at such meeting may adjourn the meeting to a time not less than five (5) nor more than ninety (90) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a date, time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if, for any reason, a new date is fixed for reconvening the meeting after adjournment, notice of the date, time and place for reconvening the adjourned meeting

shall be given in the manner prescribed in for regular meetings. The Members holding Voting Interests present at a duly called or held membership meeting at which a quorum is present may continue to do business until adjournment, even if the remaining number of Members holding Voting Interests drops below that initially required to constitute a quorum, provided at least twenty-five (25%) percent of the Members holding Voting Interests present in person, by electronic means or by proxy remain in attendance and provided further that any action taken is approved by at least a Majority of the Members holding Voting Interests required to constitute a quorum.

2.10 Quorum at Membership Meetings.

A. Quorum. The presence, in person, by electronic means or proxy, of Members representing at least thirty percent (30%) of those holding Voting Interests shall constitute a quorum at all membership meetings of the Association. If a membership meeting cannot be convened because a quorum is not obtained, the Members present may adjourn and/or postpone the meeting for up to ninety (90) days, during which Members may try to recruit more attendees and solicit additional proxies. Unless and to the extent that the expiration period is changed by Florida law, any and all proxies shall automatically expire 90 days after the date of the meeting for which they were originally given; but proxies may be revoked by their maker at any time for any reason.

B. In Person, by Proxy or Remote Communication. Members may attend a membership meeting in person, by proxy or, if authorized by resolution of the Board adopted pursuant to Florida Statutes, Section 617.0721, by videoconference and/or telephone.

C. Priority Rules for Voting. When a quorum is obtained at any membership meeting, the vote of a Majority of the Members holding Voting Interests present in person, by proxy or by electronic voting shall decide any question brought to a vote unless the Declaration, these Bylaws, the Articles of Incorporation or any applicable statute provide otherwise, in which event, the method of voting prescribed in those governing documents or statute(s), as the case may be, shall control.

2.11 Conduct of Meetings. The President or the President's designated alternate shall preside over all meetings of the Association; and the Secretary or the Secretary's designated alternate shall keep the minutes of all meetings, record in a minute book all resolutions adopted at the meeting and keep a record of all transactions occurring at the meeting. Minutes of all meetings shall be kept in a businesslike manner and shall be available for inspection by the Owners and the Directors at all reasonable times.

2.12 Written Action by Members Without a Meeting. Any action required or permitted by law or the Governing Documents to be taken at a meeting of the membership may be taken by written agreement in lieu of a meeting if written consents setting forth the action(s) so taken are signed by the required percentage of Members holding Voting Interests entitled to vote with respect to the subject matter thereof. Such Member action by written agreement in lieu of a membership meeting shall comply with the procedural requirements of Florida Statutes, Section 617.0701(4).

2.13 Voting Certificate and Ledger. All voting certificates shall be filed with the Secretary no later than the beginning of the membership meeting. The Secretary shall keep all certificates and prepare and maintain a ledger listing by Unit address each Member who is designated to vote on behalf of such Unit.

2.14 Voting. There is only one vote per Unit regardless of the number or types of Owners. Voting rights are determined by ownership, not residency; and Owners acquire and keep their voting rights regardless of whether they ever reside in their Units. The actions approved by a Majority of Members holding Voting Interests for their Units, whether present in person, by electronic means or proxy at a membership meeting at which a quorum is obtained, shall constitute the actions of the Members, except when approval by a greater number of Members is required by Florida law, the Declaration, the Articles or these Bylaws. Spouses or domestic partners whose names are not on title are not Members and do not have the right to vote; but they are eligible to run as candidates for election to the Board as long as their permanent and primary residence (i.e., domicile) is the Unit in VillageWalk which they share with their spouses or domestic partners.

2.15 Majority. The term "Majority," as used in these Bylaws and the other Governing Documents shall mean the number of votes, Directors or Members holding Voting Interests, as the context may indicate, totaling the next whole number above fifty percent (50%).

2.16 Approval or Disapproval of Matters. Whenever the decision or approval of a Member is required upon any matter that decision or approval may be expressed by any person who could cast the vote on that Member's Unit at an Association membership meeting, as stated in this Article 2, unless the written approval or joinder of record Members is specifically required.

2.17 Categories of Members Holding Voting Interests. The following Owners shall be authorized to cast votes on behalf of their Units, depending on the specific ownership interest:

A. Individual Person. If a Unit is owned by a natural person, that person shall automatically acquire the Unit's Voting Interest on admission to membership and is authorized to cast any and all votes on behalf of the Unit.

B. Multiple Owners. If two or more persons own a Unit, any are eligible but only one of them may cast a vote for such Unit. Further, in accordance with the provisions of Florida Statutes, Section 720.306(1)(h)(8)(b), as the same may be amended from time to time, if multiple ballots are cast on behalf of a single Unit, all such ballots shall be invalid.

C. Corporation. If a corporation other than an LLC owns a Unit, any officer of the corporation shall be deemed to have the authority to cast a vote on behalf of that Unit.

D. Limited Liability Company. If a Limited Liability Company ("LLC") owns a Unit, the managing member shall be deemed to have the authority to cast a vote on behalf of that Unit.

E. Partnership. If a general partnership owns a Unit, any partner is entitled to cast a vote on behalf of the Unit owned thereby. If a limited partnership owns a Unit, only the general partner(s) may cast a vote on behalf of the Unit.

F. Trust. If a Unit is owned by a trust or trustee, only the trustee shall be entitled to cast the vote for the Unit unless a person owning a beneficial interest in the Unit presents a voting certificate signed by the trustee affirming said beneficiary is entitled to cast a vote on behalf of the trust.

2.18 Voting Certificates. A voting certificate designates the person authorized by any Member which is a corporation, LLC, partnership or trust to exercise the Voting Interest in the Member's Unit and vote at a membership meeting. To be valid, a voting certificate must be in writing and filed with the Association. A voting certificate remains valid until it expires, is revoked by the Member issuing it, is superseded by a subsequent certificate or is rendered invalid by a change in ownership of the Unit. The Association may rely on the authenticity of any voting certificate presented by a person it reasonably believes to be the authorized representative of the Member.

2.19 Proxies and Limited Proxies. A Member who is entitled to vote may vote in person or, in relation to any matter other than the election of Directors, by proxy or limited proxy; provided, however, that the form of a limited proxy substantially meets the requirements of Florida law. A limited proxy may be made by any person entitled to vote and must be filed with the Secretary of the Association before or at the appointed time of a general or special meeting of the Members or prior to the reconvening of an adjourned meeting. To be valid, a limited proxy must state the date, time, and place of the membership meeting for which it was given and must be signed by the person(s) authorized to cast the vote on behalf of the Unit. A limited proxy is effective only for the specific membership meeting for which it was originally given and as the meeting may lawfully be adjourned and reconvened from time to time. Proxies automatically expire ninety (90) days after the date of the membership meeting for which they were originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. Any copy, facsimile transmission, or other reliable reproduction of the original proxy may be substituted or used in lieu of the original proxy for any purpose for which the original proxy could be used if the copy, facsimile transmission or other reproduction is a complete reproduction of the entire proxy.

2.20 Electronic Voting. The Association may conduct elections and voting by Members on other matters through an Internet-based online voting system, provided Members choosing this method of voting consent in writing to online voting and meet the following requirements, as described in Florida Statutes, Sec. 720.317, as the same may be amended from time to time:

(A) The Association provides each Member with a method (1) to authenticate the Member's identity to the online voting system, (2) to confirm, at least fourteen (14) days before the voting deadline, that the Member's electronic device can successfully communicate with the online voting system, and (3) that is consistent with the election and voting procedures contained in these Bylaws.

(B) The Association uses an online voting system that is able to: (1) authenticate the Member's identity, (2) authenticate the validity of each electronic vote to ensure that the vote is not altered in transit, (3) transmit a receipt from the online voting system to each Member who casts an electronic vote, (4) permanently separate any authentication or identifying information from the electronic election ballot, rendering it impossible to tie an election ballot to a specific Member, and (5) store and keep electronic ballots accessible to election officials for recount, inspection, and review purposes.

(C) A Member voting electronically pursuant to this Article shall be counted as attending the meeting for purposes of determining a quorum.

(D) This Article only applies if the Association provides for and authorizes an online voting system pursuant to this Article by a Board resolution. The Board resolution must provide that Members receive notice of the opportunity to vote through an online voting system, must establish reasonable procedures and

deadlines for Members to consent in writing to online voting, and must establish reasonable procedures and deadlines for Members to opt out of online voting after giving consent. Written notice of a meeting at which the Board resolution regarding online voting will be considered must be mailed, delivered or electronically transmitted to the Owners and posted in a conspicuous place in or adjacent to the Association's principal office at least fourteen (14) days before the Board meeting. Evidence of compliance with the 14-day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the official records of the Association.

(E) A Member's consent to online voting is valid until the Member opts out of online voting pursuant to the procedures established by the Board pursuant to subsection (D) above.

(F) This Article may apply to any matter that requires a vote of the Members.

2.21 Suspension of Voting Rights. The Association may suspend a Member's Voting Interest for the nonpayment of any fee, fine or other monetary obligation owed to the Association that is more than ninety (90) days delinquent. To be effective, the suspension of a delinquent Member's Voting Interest must be approved at a properly noticed Board meeting; and, if approved, the Association shall notify the Owner of the suspension in writing. A Voting Interest allocated to a Member who has been suspended by the Association may not be counted towards establishing the total number of votes or Members required for any purpose, including but not limited to the number of Members holding Voting Interests necessary to constitute a quorum, the number of Members holding Voting Interests required to conduct an election or the number of Members holding Voting Interests required to approve an action under the Homeowners' Association Act or pursuant to the Governing Documents. The suspension shall end upon full payment of all fees, fines and other payments currently due or overdue to the Association.

ARTICLE III. BOARD OF DIRECTORS

3.1 General Provisions. The affairs of the Association shall be governed by a Board of Directors who shall be elected and serve in accordance with this Article III. All powers and duties granted to the Association by law or by the Governing Documents shall be exercised by the Board, subject to the approval or consent of the Members if and to the extent the same is specifically required.

3.2 Director Qualifications and Statutory Obligations.

A. To ensure Directors represent and reflect the interests of the community they serve, a Director must be a person whose permanent and primary residence (i.e., domicile) is the Unit he or she owns in VillageWalk. In addition, a Director must be an Owner, the trustee or beneficiary of a trust whose property includes a Unit in VillageWalk or an Owner's spouse or domestic partner who resides in the same Unit as the Owner. However, no person who is otherwise eligible to serve on the Board may do so while his or her spouse, domestic partner or co-trustee or beneficiary is a Director.

B. Any person who has been convicted of a felony in Florida or a United States District or Territorial Court, or who has been convicted of any offense in another state's jurisdiction which would be considered a felony in Florida, is not eligible to serve as a Director unless his or her civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the Board.

C. A person who is more than ninety (90) days delinquent in the payment of any fee, fine or other monetary obligation to the Association is not eligible to run for election or serve as a Director.

D. The validity of any action by the Board is not affected if it's later determined that one or more Directors were not eligible to serve on the Board.

E. Unless Florida law imposes additional or stricter requirements, newly elected or appointed Directors shall, within (90) days of being elected or appointed to the board, certify in writing to the Secretary of the Association that they have read the Association's Governing Documents and current Rules and Regulations, they will work to uphold such documents and policies to the best of their ability and they will faithfully discharge their fiduciary responsibility to the Association's Members. Newly elected or appointed Directors are encouraged but not obliged to complete the educational curriculum administered by a division-approved education provider within one year before or ninety (90) days after the date of their election or appointment.

3.3 Number and Terms of Directors. The number of Directors of the Association shall be seven (7). All directors shall be elected for three-year terms unless there are also unexpired shorter terms on the ballot that need to be filled due to resignations, recalls and/or Board appointments. No Director may serve on the Board for more than six consecutive years, after which he or she is not eligible to be appointed or run for office as a Director again until having been off the Board for at least a year since his or her last service.

3.4. Election of Directors. The following procedures shall apply to the election of Directors:

A. Any eligible person desiring to run for election to the Board may nominate himself or herself; and the Board may also encourage eligible candidates to run for election as well as appoint a nominating committee, including one or more Directors, to formally nominate candidates.

B. No less than sixty (60) days before a scheduled election, the Association shall mail, deliver or electronically transmit to each Member entitled to vote, a first notice containing the name and address of the association, the date of the election and the procedure and deadline for Members to sign up for electronic voting. No less than forty (40) days prior to the scheduled election date, all nominations by candidates themselves must be submitted to the Board in writing; and their names, together with the names of any candidates nominated by the Board's nominating committee, shall be listed on the election ballot. No additional nominations may be accepted from the floor at the membership meeting on the date of the election.

C. Not less than fourteen (14) days nor more than thirty (30) days before the membership meeting at which the election will occur, the Association shall mail or, for Members who have consented to receive notices by electronic means, transmit by email, a second notice of the meeting to all Members entitled to vote, together with printed ballots for the election of Directors which shall list all candidates in alphabetical order by surname. Upon delivery of a written request submitted by a Director candidate and received by the Association at least thirty-five (35) days prior to the election, the Association shall include with the second mailing of ballots a candidate information sheet, no larger than 8-1/2 by 11 inches, furnished by the Director candidate to the Association. The cost of copying candidate information sheets and disseminating them to the Members shall be paid by the Association.

D. Printed ballots for the election of Directors shall be sealed in an inner, smaller envelope labeled "Director Ballot." The Director ballot envelope shall be placed in a larger outer envelope. The larger outer envelope must be sealed and signed by the Member in the upper right-hand corner, with the Member's name and printed name stated thereon. It is the intent of the Members to follow the Director election procedures of the Homeowners' Association Act, Florida Statutes, Chapter 720, as amended from time to time, to the extent those procedures are not in conflict with these Bylaws. If there is a conflict, the procedures of the Bylaws shall control.

E. Printed ballots for the election of Directors shall be available for use by Members attending the meeting in person. No Member shall permit another person to cast his or her ballot; and any such improperly cast ballot shall be invalid. Thus, proxies may not be used in the election of Directors. Further, any Member who violates this provision of Article 3.4 is subject to being fined by the Association; and any vote cast on his or her behalf by proxy shall not be counted.

F. If there are more eligible candidates than vacancies to be filled, the election shall require a quorum of 30% of the Members holding Voting Interests and be by secret written ballot. No director nominations shall be permitted from the floor at the membership meeting. Each Voting Interest may cast one vote for each open Board position however not more than one vote per candidate. The candidates receiving the greatest number of votes properly cast shall be elected. If the vacancies have different terms, the candidates receiving the highest number of votes may choose the term they wish to serve starting with the candidate who has received the highest number of votes.

G. If the number of candidates is equal to or less than the number of vacancies to be filled, no election shall be required. If all vacancies are for the same term, no further action is required. However, in the event the vacancies are for different terms, candidates may either reach an agreement among themselves, or draw numbers to determine which terms they will serve.

H. If there are not enough candidates to fill all the vacancies, the Board shall as soon as practicable seek and interview candidates for the empty seat(s) and appoint the requisite number of interim Directors to serve until the next annual meeting, at which time an election will be held to fill such seat(s) for the balance of any remaining terms.

I. Any election dispute between a Member and the Association shall be submitted to binding arbitration with the Division of Florida Condominiums, Timeshares and Mobile Homes or filed with a court of competent jurisdiction.

J. Tie votes shall be broken, first by agreement among the candidates who are tied, second by a vote by all remaining eligible voters still present at the meeting and, third through coin flip by a neutral party.

3.5. Removal of Directors and Vacancies.

A. In accordance with the procedure outlined in Florida Statutes, Section 720.303(10), and Rule 61B-81.003 of the Florida Administrative Code, as each may be amended from time to time, any member of the Board of Directors may be recalled and removed from office, with or without cause, by a Majority of the Members holding Voting Interests.

B. The Members shall fill any vacancy caused by the recall of a Director at a special meeting held within thirty (30) days of removal or at the next annual meeting of Members, whichever is sooner. The new Director shall serve for the remainder of the recalled Director's term; and, if more than one Director is recalled at the same time, the candidate(s) receiving the most votes shall fill the seat(s) with the most time remaining in descending order. If no candidate is nominated by the Members at the meeting, the remaining Directors may appoint a qualified Member to fill the vacancy until the next annual meeting.

C. Any Director who has three consecutive absences from regularly scheduled Board meetings or is more than ninety (90) days delinquent in the payment of any fines, assessments or other charges due the Association may be removed by the unanimous vote of the remaining Directors. The vote to remove a Director under these circumstances shall take place at a regular or special meeting of the Board at which all of the remaining Directors must be present in person; and the Director who is the subject of the proposed recall shall have the opportunity to address the Board before the vote is taken. If a Director is recalled, a successor shall be appointed by the Board to fill the vacancy until the next annual meeting of the Members, at which time, the unexpired portion of the term, if any, shall be filled by a vote of the Members.

D. In the event of the death or resignation of a Director, the Board shall declare a vacancy; and the remaining Directors shall appoint a successor. The successor Director shall serve until the next annual meeting of Members, at which time the remainder of the one or two-year term created by the vacancy shall be filled along with the three-year positions.

3.6 Organizational Meetings. The first meeting of the Board following each annual meeting shall be held within ten (10) days thereafter at such date, time and place as shall be fixed by the Board. No further notice of the organizational Board meeting shall be necessary, providing that a quorum shall be present at such organizational meeting, unless business in addition to the election of officers shall be conducted.

3.7 Regular Board Meetings.

A. A meeting of the Board of Directors occurs whenever a quorum of Directors gathers to conduct Association business. Regular meetings of the Board will be held on the VillageWalk premises on a monthly basis at least eight times each calendar year for the transaction of business in addition to the annual organizational Board meeting held for the election of officers on the same date as the annual Members meeting. Notice of the time and place of the meetings shall be communicated to the Owners by posting in the community in accordance with Florida Statutes, Sec.720.316. The Board may also conduct emergency meetings in whole or in part by telephone, real-time video conferencing or similar real-time electronic or video communication during any period in which a state of emergency is in effect by virtue of an executive order or proclamation by the Governor.

B. Except for meetings with the Association's attorney for the purpose of legal advice with respect to proposed or pending litigation and meetings to discuss personnel matters, meetings of the Board shall be open to all Owners. Any Owner may make audio or video recordings of Board meetings and be afforded a right to address the Board, subject to reasonable rules adopted and equitably applied by the Board. The right to attend Board meetings includes the right to speak at such meetings with reference to all designated agenda items, items raised at the meeting by a Director and items which are the subject matter of a petition

submitted by twenty percent (20%) of the Members holding Voting Interests under the provisions of Florida law; and, in such latter case, each Owner who signs a sign-up sheet prior to the meeting shall have the right to speak for at least three (3) minutes on the matter which is the subject of the petition. The Board shall have the right to exclude from the meeting any person who is not able to provide sufficient proof that he or she is an Owner unless the President has specifically invited such person to participate in such meeting.

3.8 Notice of Board Meetings. In addition to any of the means of providing notice of a meeting of the Board required or authorized by Florida law, the Association may also post such notices and other information on the Association's website and, if available, on a free mobile application or "app" that can be downloaded on any smart phone, for at least the minimum period of time for which a notice of a meeting is also required to be physically posted in a conspicuous place on the Association's premises. Any rule adopted must, in addition to other matters, include a requirement that the Association send an electronic notice to members whose e-mail addresses are included in the Association's official records in the same manner as is required for a notice of a meeting of the Members. Such notice must include a hyperlink to the website or the aforementioned mobile application on which the meeting notice is posted. The Association may provide notice by electronic transmission in a manner authorized by law for meetings of the Board of Directors, committee meetings requiring notice under this section of Article III, and annual and special meetings of the Members to any member who has provided a facsimile number or e-mail address to the Association to be used for such purposes; however, a Member must consent in writing to receiving notice by electronic transmission.

Notice of any Board meeting where Assessments against Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

3.9 Special Board Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or Vice President of the Association or by a quorum of Directors. If at least twenty percent (20%) of the Members holding Voting Interests deliver a written request to the Board to address an item of business, the Board shall at its next regular meeting, or at a special meeting of the Board, but not later than thirty (30) days after the receipt of the request, place the item on the Board's meeting agenda.

3.10 14-day Notice of Certain Board Meetings. In addition to the notice required by Article 3.8 herein, an Assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments. Written notice of any meeting at which Special Assessments will be considered or at which amendments to rules regarding Unit use will be considered must be mailed, delivered, or electronically transmitted to the Members and posted in a conspicuous place in or adjacent to the Association's principal office; and it may also be posted on the Association's cable TV channel, provided it has one, not less than fourteen (14) days before the meeting.

3.11 Waiver of Notice. Any Director or Member may waive notice of a Board meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director or a Member at a Board meeting shall constitute waiver of notice of the meeting, except where a Director or Member attends a meeting for the express purpose of objecting to the transaction of any

business because the meeting is not lawfully called or convened. The waiver of notice or consent need not specify the purpose of the meeting.

3.12 Quorum and Agenda at Meetings. At all meetings of the Board, a Majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a Majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than two (2) days nor more than thirty (30) days from the date the original meeting was called. At the reconvened Board meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. The notice provisions for the reconvened meeting shall be as determined by the Board. The designation of the agenda for Board of Directors' meetings shall be at the discretion of the President. However, the President shall be obligated to include any lawful item on the agenda for a Board meeting if requested in writing by two (2) Directors.

3.13 Attendance at Board Meetings. A Director may participate in a Board meeting via telephone, real-time video conferencing, or similar real-time audio or video communication; and such participation counts toward a quorum and such Director may vote as if physically present. Amplifying devices (e.g., microphones and a loudspeaker) shall be used by Directors and available to Owners addressing the Board at the meeting so that all persons can be clearly heard by everyone attending the meeting in person or video conferencing apps and platforms. Directors may use e-mail as a means of communication but may not cast a vote on an Association matter via e-mail.

3.14 General Standard for Directors. A Director shall discharge his or her duties as a Director, including his or her duties as a member of a committee in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances and in a manner he or she reasonably believes to be in the best interests of the Association. In discharging his or her duties, a Director may rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by (1) one or more officers or employees of the corporation whom a Director reasonably believes to be reliable and competent in the matters presented, (2) legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence or (3) a committee of the Board of which he or she is not a member if the Director reasonably believes the committee merits confidence. A Director is not acting in good faith if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted above unwarranted. A Director is not liable for any action taken in his or her capacity as a Director or any failure to take any action if he or she performed the duties of his or her office in compliance with this section of Article III.

3.15 Solicitation and Compensation. No Director or officer may: (1) solicit or receive any compensation from the association for serving on the board or any committee, (2) make promises to vendors unless with prior approval from the Board, (3) solicit or receive, any gift, gratuity, favor, entertainment, loan or any other thing of value for themselves or their relatives from a person or company who is seeking a business or financial relationship with the Association, (4) seek preferential treatment for themselves or their relatives or (5) use Association property, services, equipment or business for the gain or benefit of themselves or their relatives, except as is provided for all members of the Association.

If the Board determines that an officer or Director has violated this section of Article III, the Board shall immediately remove the officer or Director from his or her office. The vacancy shall be filled according to the provisions of these Bylaws for the balance of the Director's term of office. No Director shall receive any compensation, gift or other remuneration from the Association before, during or after serving as a Director unless approved by a Majority of the Owners at a regular or special meeting of the Association; provided, however, that a Director may be reimbursed for reasonable expenses incurred on behalf of the Association upon approval of a Majority of the other Directors. No Director shall have a direct or indirect business relationship with the Association.

3.16 Conduct of Meetings. The President or, in the absence of the President, Vice President shall preside over all meetings of the Board; and the Secretary shall keep a minute book of Board meetings, recording therein all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings. Minutes of all Board meetings shall be kept in a businesslike manner and shall be available for inspection by the Owners and the Board at all reasonable times. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

3.17 Action Without a Formal Meeting. To the extent permitted by Florida law, any action to be taken at a meeting of the Board of Directors or any action that may be taken at a meeting of the Board of Directors may be taken without a Board meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote.

3.18 Resignation. A Director or officer may resign at any time by delivering written notice (including but not limited to emailed notice) to any Association officer or management. A resignation is effective when the notice is delivered unless the notice specifies a later date. If the resignation is made effective at a later date, the members of the Board of Directors (including the Director whose resignation is not yet effective) may vote to fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date.

3.19 Vacancies. Except for vacancies on the Board caused by the recall of more than four (4) Directors (which vacancies shall be filled in the manner provided in the Florida Homeowners Association Act), vacancies on the Board occurring between annual membership meetings may be filled by a Majority of the remaining Directors, even if less than a quorum; and each newly appointed Director shall serve for the remainder of his or her predecessor's unexpired term of office or until the next annual Members' meeting, whichever occurs first. A Director or officer who is more than ninety (90) days delinquent in the payment of any monetary obligation to the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled by the Board.

3.20 Powers and Duties. The Board shall be responsible for the operation, administration and affairs of the Association and shall have all of the powers and duties reasonably necessary to carry out such duties; and, in the exercise of those duties, it may take any actions except those expressly reserved to Members under any provision of the Declaration, Articles or these Bylaws. The President shall have the authority to act on behalf of the Board on all matters which might arise between meetings of the Board; and in his or her absence, such duty shall be assumed by the Vice President, Treasurer or Secretary in that order.

In addition to the duties created by these Bylaws or by any resolution of the Board that may hereafter be approved by a Majority of the Members holding Voting Interests at a special meeting, the Board shall have the power to and shall be responsible for the following, by way of explanation but not limitation:

A. The preparation, adoption and amendment of an annual budget and the levying of one or more special assessments;

B. Making and levying annual and special assessments to defray or reduce the Common Expenses, establishing the means and methods of collecting such assessments and the period of the installment payments of each annual assessment; provided that, unless otherwise determined by the Board, the annual assessment for each Unit's proportionate share of the Common Expenses shall be payable in equal quarterly installments, with each installment due and payable on the first day of each quarter;

C. Providing for the operation, care, upkeep, maintenance, repair and replacement of the Common Areas and all buildings and equipment located thereon, and maintaining and operating the Surface Water Management System as permitted by the Southwest Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances, if any;

D. Employing, on behalf of the Association, managers, independent contractors or any employees it deems necessary for the operation of the Association and the maintenance, repair and replacement of its real and personal property and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

E. Collecting Assessments, depositing the proceeds thereof in one or more bank depositories approved by the President and Treasurer and using said proceeds to operate and administer the Association; provided any reserve fund may be deposited, in the Board of Directors' best business judgment, in depositories other than banks;

F. Enacting and amending Rules and Regulations;

G. Designating all banks and other financial institutions with which the monies of the Association are deposited (and only into accounts insured by and up to the maximum amount guaranteed by the Federal Deposit Insurance Corporation) and making payments from such accounts or authorizing the Manager or third parties to do so through secure and verifiable means, including direct deposit, wire transfer and electronic payments via automatic clearinghouse (ACH) transfers, but only after the prior review and approval of the corresponding invoices by no fewer than two officers whose signatures are on file with the issuing bank or institution;

H. Making or contracting for making repairs, additions or improvements to or alterations of the Common Areas in accordance with the other provisions of the Declaration and these Bylaws;

I. Enforcing by legal means, whenever and to whatever extent the Board deems it appropriate and in the best interests of the Association and its Members to do so, the provisions of the Declaration, these Bylaws, the Articles and the Rules and Regulations adopted by the Board, which may include commencing proceedings on behalf of or against the Owners and their family members, guests, tenants and invitees;

J. Obtaining and carrying insurance against casualties and liabilities, as well as fidelity bond coverage against dishonest acts of the officers and employees of the Association and Manager and all others who control or disburse funds of the Association, as provided in the Declaration and reasonably determined by the Board;

K. Paying the cost of all services rendered to the Association;

L. Keeping financial books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying maintenance and repair expenses and any other expenses incurred;

M. Making available to any prospective purchaser of a Unit, any Owner, any first mortgagee and the holders, insurers and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the Bylaws, Rules and Regulations governing the Unit and the Common Areas, and all other books, records and financial statements of the Association;

N. Permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Committed Lands; and

O. Indemnifying current or former Directors, officers or committee members of the Association, in accordance with Florida law, the Articles or and the Declaration.

3.21 Manager. The Association may employ a professional management agent or company (hereinafter referred to as "the Manager") at a compensation agreed to by the Board to perform such duties and services as the Board shall authorize, including without limitation, interpreting and enforcing Board decisions in a fair and reasonable manner, scheduling an annual orientation for new Board members, advising the Board and the chairs of committees on the day-to-day operation of the community, negotiating contracts as the Association's agent with vendors and service providers, paying debts owed to such vendors and service providers under the supervision of and only to the maximum amount established by the Board, obtaining and carrying its own fidelity coverage which shall provide the first line of recovery in the event of a theft or misappropriation of the Association's funds under the Manager's control, and being responsible for hiring, motivating, evaluating, disciplining and terminating the Manager's employees. The Manager shall also determine individual employee compensation in accordance with a job compensation plan approved by the Board. The Board may delegate additional powers to the Manager under such terms and duration as it deems appropriate in each case. Neither the initial nor renewal terms of the management contract with the Manager may exceed three (3) years in duration, impose a termination fee upon the Association, allow termination only for cause or require a termination notice, written or otherwise, greater than ninety (90) days. A management contract containing an automatic renewal provision shall not be deemed to violate this restriction.

3.22 Accounts and Reports. The following management standards of performance will be followed by the Board unless, by unanimous resolution, it specifically determines otherwise:

- A. Accrual accounting, as defined by generally accepted accounting principles, shall be employed.
- B. Accounting and controls should conform to the federal income tax basis of accounting.
- C. Cash accounts of the Association shall be solely in the Association's name, may not be

held by another entity as custodian for the Association, and may never be commingled with any other accounts belonging to any other entity or individual, including those belonging to the Manager or another association whose funds are administered by the Manager.

D. The identity of Directors and other persons authorized by the Board to establish an account in the name of the Association and to deposit, withdraw or transfer the Association's funds from or to any bank or financial institution shall be verified by the signing of signature cards in the presence of representatives of such entities or, where available, under customer verification program (CIP) rules recognized by, among other agencies, the Federal Deposit Insurance Corporation.

E. Except as otherwise allowed by the Florida Homeowners' Association Act and as expressly authorized in any agreement with a Manager for operation of the Association, no remuneration shall be accepted by the Manager from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise; and anything of value received shall benefit the Association.

F. Any financial or other interest which the Manager may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board.

G. Monthly financial reports shall be prepared for the Association following the end of each month containing:

- (i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;
- (ii) a statement reflecting all cash receipts and disbursements for the preceding period;
- (iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
- (iv) a balance sheet as of the last day of the preceding period; and
- (v) a delinquency report listing all Owners who are delinquent in paying the quarterly installments of Assessments at the time of the report and describing the status of any action to collect such installments which remain delinquent (A quarterly installment of the assessment shall be considered to be delinquent on the fifteenth (15th) day of the first month of each quarter unless otherwise determined by the Board of Directors).

H. An annual financial report shall be prepared by or at the behest of the Association and completed within ninety (90) days after the close of each fiscal year. Within twenty-one (21) days after completion or receipt of the final financial report by the Association, but not later than 120 days after the end of each fiscal year, the Association shall either furnish a copy of the report to each Member or provide a written notice to each Member that a copy of the report is available at no charge to any Member who requests it. Any copy requested by a Member shall be furnished within ten (10) business days after receipt of the request.

Each annual financial report shall be prepared according to the requirements of Florida Statutes, Section 720.303(7), as the same may be amended, supplemented or replaced, and in accordance with generally accepted accounting principles.

If at least twenty percent (20%) of the Members holding a Voting Interest petition the Board for a more detailed financial report, including the data and other information enumerated below and which may go beyond the level of financial reporting required by Florida Statutes, Section 720.303(7), the Association shall duly notice and hold a special meeting of the Members within thirty (30) days of receipt of the petition for the purpose of voting on raising the level of reporting for that fiscal year. If the preparation of a more detailed financial report is approved by a Majority of the total Members present and voting, in person or by proxy, at a duly noticed meeting the Association shall amend the budget and, if necessary, impose a special assessment to pay for any heightened reporting requirement; and the amended budget shall be prepared on a reviewed basis by a certified public accountant and shall include at least the following information, which shall be distributed to all Members within one hundred twenty (120) days after the close of the fiscal year:

- (i) an accountant's report including the nature & scope of work, the Manager's responsibilities, the auditor's or accountant's opinion or conclusion (plus any other matters of emphasis),
- (ii) a balance Sheet showing assets, liabilities, net assets or fund balances,
- (iii) a revenue & expense statement,
- (iv) a cash flow statement explaining the change in cash & investments (reserves) from beginning of the year to the end of the year,
- (v) full disclosure notes per generally accepted accounting practices (GAAP) plus client specific issues, and
- (vi) mandatory supplemental information regarding major repairs and replacement obligations and funding plan (reserves).

3.23 Borrowing. Acting on behalf of the Association, the Board may borrow money and pledge the Association's money, accounts, deposit accounts and regular or special assessments as collateral for a loan; and the Association may assign rights of collection to the lender in the event of a default under the loan, when required in connection with the operation of the Association or the maintenance, repair, replacement, restoration, alteration, addition or improvement of the Common Areas; provided, however, that, except as provided below, approval by not less than a Majority of the Members holding Voting Interests and casting their votes in person, by electronic means or proxy at a duly noticed membership meeting at which a quorum was attained shall be required for the borrowing of any sum in excess of five percent (5%) of the annual budget of the Association, including the allocation to reserves component. No membership approval shall be required, no matter the amount of the loan, in the event the Board elects to borrow money to pay part or all of the sums necessary to repair, replace, construct or reconstruct any buildings or improvements comprising or located in a Common Area and damaged as a result of a casualty loss.

3.24 Rights of the Association. In accordance with the Homeowners' Associations Act, Declaration, Articles, and these Bylaws, the Association shall have the right to contract with any person or entity for the performance of various duties and functions.

3.25 Enforcement. The Association shall have the power to impose reasonable fines against an Owner for violations by the Owner or his or her resident family members, guests, invitees and tenants of the Association's Rules and Regulations, the Declaration or these Bylaws; and, if the total amount of

finer exceeds One Thousand Dollars (\$1,000.00), to file a lien upon the Owner's Lot. A failure by the Association to enforce any provision of the Declaration, Bylaws or any Rule or Regulation shall not be deemed a waiver of the Association's right to do so thereafter.

A. The fine for a single violation may not exceed \$250 unless otherwise provided in the governing documents. A separate fine may be levied by the Association for each day of a continuing violation, with a single notice and opportunity for hearing, except that the total fines levied for a continuing violation may not exceed \$10,000. A fine of less than \$1,000 may not become a lien on an Owner's Lot. In any action to recover a fine, the Association may seek recovery of reasonable attorney fees and costs from the non-prevailing party, as determined by the court.

B. The Association may suspend, for a reasonable period of time, the rights of an Owner and his or her resident family members, guests, invitees and tenants to use Common Areas and facilities by reason of the failure of any such persons to comply with the provisions of the Declaration, these Bylaws or the Rules and Regulations of the Association. This paragraph does not apply to that portion of Common Areas used to provide access or utility services to the Owner's Unit; and a suspension may not prohibit the Owner and his or her resident family members or tenants from having access to the mail room or ingress to and egress from the Owner's Lot, including the right to park in the driveway.

C. A fine or suspension levied by the Board of Directors, other than one caused by a delinquency in paying quarterly dues or other fees or assessments, shall be conducted pursuant to Section 5.3 below.

D. If an Owner is more than ninety (90) days delinquent in paying any fee, fine or other monetary obligation due to the Association, the Association may suspend the rights of the Owner and his, resident family members, tenants, guests and invitees to use Common Areas and facilities until the fee, fine or other monetary obligation is paid in full. The notice and hearing requirements under this subsection do not apply to a suspension imposed under this subsection. All suspensions imposed pursuant to this subsection must be approved at a properly noticed Board meeting.

E. The Association may suspend the voting rights of a Member for the nonpayment of any fee, fine or other monetary obligation due to the Association that is more than ninety (90) days delinquent. A Voting Interest or consent right allocated to a Member which has been suspended by the Association shall be subtracted from the total number of Members holding Voting Interests used to calculate the total percentage or number of Members holding Voting Interests available to take or approve any action; and the suspended Members shall not be considered for any purpose, including, but not limited to, the percentage or number of Members holding Voting Interests necessary to constitute a quorum, conduct an election or approve an action under the Homeowners' Associations Act or the Governing Documents. The notice and hearing requirements under subsection (C) above do not apply to a suspension imposed under this subsection. The suspension ends upon full payment of all obligations currently due or overdue to the Association. All suspensions imposed pursuant to this subsection must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the affected Member by mail or hand delivery.

F. Fines shall be payable five (5) days after notice is provided to the Owner concerning the results of the hearing and shall be considered late if not paid within fifteen (15) days after notice is provided. In the event a person refuses or otherwise fails to pay a fine, the Association may commence legal action (which, at the Association's choosing, may include mediation, arbitration or both) in a court of competent jurisdiction

to collect the fine plus reasonable attorneys' fees and costs. Fines not paid within fifteen (15) days shall be considered an Assessment and shall be collected in the same manner, and shall accrue interest at the highest rate allowed by law, plus a late fee of Twenty-Five (\$25) Dollars per fine.

3.26 Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association may choose to enforce any provision of the Declaration, these Bylaws or the Rules and Regulations of the Association by self-help (specifically including but not limited to the towing of vehicles that are in violation of the parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or other party responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

3.27 Ethics Code. The Board shall create an ethics code for Directors, which shall include a requirement that each Director shall adhere to a fiduciary standard of responsibility and avoid conflicts of interest; must, in all situations, act in the best interest of the Association and shall not, either directly or indirectly through his or her business (or an employee of that business) provide goods or services to the Association. Further, a Director shall comply with the requirements of Florida Statutes section 720.3033(6), as amended from time to time, including an obligation to notify his or her fellow Directors of any possible or perceived conflict of interest as soon as he or she becomes aware of it and shall, in case of a conflict or the appearance of impropriety, excuse himself or herself from participation in any discussion or vote on that topic.

3.28 New Director Orientation. New Directors shall receive an orientation regarding their duties and responsibilities under the Governing Documents and to the operations of the Association. Each Director shall participate in continuing education as determined by the Board.

ARTICLE IV. OFFICERS

4.1 Officers. The officers of the Association (President, Vice President, Treasurer and Secretary) shall all be Directors and shall be elected annually by the Board. Any officer may be removed from office, with or without cause, by Majority vote of the Board. The Board shall, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. No officer may receive compensation of any kind, whether direct or indirect, from the Association or any person or entities with whom it does business.

A. The President shall be the chief executive officer of the Association. He or she shall have all of the powers and duties which are usually vested in the office of the president of a not-for-profit corporation, including but not limited to the power to appoint committee members and their chairs, subject to Board approval, at such times as the President may, in his or her discretion, determine appropriate to assist in conducting the affairs of the Association. When present, the President shall preside at all meetings of the Board and the Members.

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

C. The Secretary shall cause minutes to be taken of all meetings of the Board and the Members; and they shall be kept by the Secretary or Manager and be available for inspection by any Member or Director at all reasonable times. The Secretary shall have custody of the corporate seal of the Association and shall affix the same to instruments requiring a seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President.

D. The Treasurer shall, as circumstances and custom dictate, perform any or all of the following duties incident to the office of Treasurer: (1) oversee the Association's operating and reserve accounts, (2) keep and maintain the Association's financial documents, (3) oversee the deposits, (4) oversee investments, (5) ensure the Association's bills are paid, (6) oversee the preparation of the budget, (7) ensure that periodic reports of financial transactions are made to the Board and Members, (8) serve as the Board's liaison with the Association's auditor (9) review and implement safeguards to protect the Association's financial assets, (10) review vendors' and service providers' invoices prior to payment, (11) authorize payments with another officer.

4.2 Election, Term of Office, and Vacancies. The Board shall elect all Officers for the coming year at its first meeting following the conclusion of each annual membership meeting. A vacancy in any office arising because of death, resignation or removal shall be filled by the Board.

4.3 Removal. Any officer may be removed by a Majority of the Board of Directors whenever they believe the best interests of the Association will be served thereby.

4.4 Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to the Manager, a finance committee or a combination of both.

4.5 Resignation. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later date specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The Board may appoint a replacement for the balance of the officer's term, if any.

4.6 Contracts, Deeds, Leases and Other Agreements. All contracts, deeds, leases and other agreements binding the Association to make payments and/or perform any obligations thereunder shall be approved by the Board and executed by the President and, at the Board's discretion, one of the other officers.

ARTICLE V. COMMITTEES

5.1 General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by the Board. Each committee shall operate in accordance with whatever terms and rules are adopted by the Board; and the members of each committee shall serve at the pleasure of the Board or until they resign or replacement members have been appointed. Each committee shall consist of at least three (3) members, all of whom must be of the same types of persons eligible to serve

on the Board as described in Section 3.2. Any committee or other body with authority to approve or disapprove fines or suspensions imposed by the Board or make architectural decisions with respect to an Owner's Lot or Unit may not vote by proxy or secret ballot with respect to such matters; and they shall follow the same procedures as the Board of Directors with regard to attendance and participation by Owners, the creation and dissemination of agendas and the posting or mailing of meeting notices for Owners as required by the Homeowners Association Act. All other Association committees are exempt from the procedural meeting and notice requirements of the Homeowners' Association Act and these Bylaws; and such committees shall adopt their own procedural rules and requirements.

5.2 Term of Office. A person appointed to serve on a committee shall continue as such until he or she resigns, is removed by the Board or the committee is dissolved by the Board.

5.3 Covenants Committee. In addition to any other committees which may be established, the Board may appoint a Covenants Committee consisting of at least three and no more than five members, none of whom shall be an officer, director or employee of the Association or the spouse, parent, child, brother, or sister of such persons. Acting in accordance with the provisions of the Declaration, these Bylaws and the procedures and limitations on its authority as provided under Chapter 720, Florida Statutes, Section 720.305(2)(b), as the same may be amended from time to time, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings and approve or disapprove fines or suspensions levied or imposed by the Board against Owners or their family members, tenants or invitees who have violated the posted Rules and Regulations of the Association or a prescriptive provision of a Governing Document.

A fine or suspension levied by the Board may not be imposed unless the Board first provides at least 14 days' notice to the Owner and, if applicable, any other person sought to be fined; and the Committee shall give such persons an opportunity to be heard and state their case, including challenging any evidence against them, at a hearing which must occur within 90 days of such notice. If the violation can be cured and is remedied before the hearing, no fine or suspension can be levied. The tribunal conducting each hearing shall consist of only three (3) committee members even though the Covenants Committee may include more members. The tribunal shall then either confirm or reject the fine levied by the Board. If the tribunal rejects the fine or suspension, the matter is concluded. If the tribunal confirms the fine or suspension, it shall be deemed to be imposed; and the Association shall provide written notice of the fine or suspension, including instructions for payment of the fine within 30 days or compliance with use rights, by mail or hand delivery, to the affected Owner and, if applicable, to the offending family member, tenant or invitee.

If a proposed fine or suspension levied by the Board is approved by the tribunal, the fine payment is due five (5) days after notice of the approved fine or suspension is provided to the offending Owner and, if applicable, to any family member, tenant or invitee of said Owner. The association must provide written notice of such fine or suspension by mail or hand delivery to the affected Owner and, if applicable, to any occupant, licensee, or invitee of said Owner.

ARTICLE VI. AMENDMENTS

The Bylaws may be amended in the following manner:

6.1 Proposal and Notice. An amendment to the Bylaws may be proposed by the Board or at least twenty

percent (20%) of the Members holding Voting Interests. Notice of the subject matter of the proposed amendment shall be included in or with the notice of any membership or Board meeting at which a proposed amendment is to be considered.

6.2 Approval. The Bylaws may be amended by the affirmative vote of a Majority of the Members holding Voting Interests casting their votes in person, by Electronic Ballot or by proxy at a membership meeting at which a quorum has been obtained.

6.3 Amendment Process. A proposal to amend any provision of the Bylaws shall conform to the requirements of the Homeowners' Association Act and must contain the full text of the provision to be amended and may not be revised or amended by reference solely to its title or number. New language must be underlined, and proposed deleted language must be stricken. If the proposed change is so extensive that underlining and striking through language would hinder, rather than assist, the understanding of the proposed amendment, a notation must be inserted immediately preceding the proposed amendment in substantially the following form: "Substantial rewording. See Governing Documents for current text." An amendment of the Bylaws is effective when recorded in the Official Records of Sarasota County. Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

6.4 Amendments to Make Consistent with the Law and Governing Documents. These Bylaws may be amended by the Board to make them consistent with the provisions of the Declaration and, where appropriate, the Articles. Whenever Chapters 607, 617 or 720, Florida Statutes, or other applicable Florida or federal laws or administrative regulations are subsequently amended so that these Bylaws are inconsistent with the applicable law or administrative rules, the Board may, without a vote of the Members, amend the Bylaws to make them consistent.

6.5 Amendments Affecting Mortgagees. As provided under Florida Statutes, Section 720.306(1)(d), as the same may be amended from time to time, the Association shall not adopt any amendment to the Bylaws that adversely affects the priority of a recorded mortgagee's lien or right to foreclose its lien on any real property within VillageWalk or otherwise materially affects the rights and interests of such mortgagees without their prior written consent.

6.6 Scrivener's Errors. The Association, through its Board of Directors, may, without obtaining the prior consent or approval of the Members, amend these Bylaws in order to correct a scrivener's error or other defect or omission, provided such amendment is reasonable and does not adversely affect, in a material way, an Owner's property rights. The amendment shall be signed by the President of the Board; and a copy shall be furnished to each Owner and all institutional mortgagees as soon as practicable after being recorded in the County's Public Records as provided below.

6.7 Certification and Recording. A copy of each amendment to the Bylaws shall be recorded in the Official Records of Sarasota County, Florida, along with a certificate of amendment executed by the appropriate officers of the Association attesting that the amendment has been lawfully adopted. An amendment becomes legally effective when filed and recorded as provided herein.

ARTICLE VII. MISCELLANEOUS

7.1 Fiscal Year. The fiscal year of the Association shall be a calendar year, unless otherwise determined by the Board from time to time.

7.2 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall guide the conduct of Association meetings when not in conflict with Florida law, the Articles, the Declaration, these Bylaws or the Association's Rules and Regulations. However, the failure to comply with Robert's Rules of Order shall not invalidate otherwise valid corporation actions.

7.3 Interpretation. Unless otherwise specifically defined herein, terms appearing in these Bylaws shall have the same meaning as in the Declaration or the Florida Homeowners' Association Act. The Board shall be responsible for interpreting the provisions of the Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations, which interpretation shall be binding upon all Owners and all other parties unless wholly unreasonable or arbitrary. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable or arbitrary shall conclusively establish the validity of such interpretation.

7.4. Automatic Adoption of Legislative Amendments. The Association's Bylaws and Declaration of Covenants, Conditions and Restrictions shall be governed and interpreted by the relevant provisions and definitions of terms contained in all applicable laws of Florida, including the Homeowners' Association Act (Florida Statutes, Ch. 720), the Not For Profit Corporations Act (Florida Statutes, Ch. 617) and the Business Corporation Act (Florida Statutes, Ch. 607), as they may be amended from time to time.

7.5 Document Conflicts. In the case of conflicts between the Governing Documents in terms of enforcement or interpretation, they shall be reconciled by applying said documents in the following order: (1) the Declaration, (2) the Articles and (3) the Bylaws.

7.6 Inspection of Official Records.

A. Within ten (10) working days of receipt of a written request, the Association's official records shall be made available for inspection or photocopying by an Owner or personal representative, at any reasonable time, at the office of the Association or such other place within the premises of VillageWalk of Sarasota as the Board shall prescribe.

B. Within the limits prescribed by Florida Statutes, Section 720.303(5), as the same may be amended from time to time, the Board shall establish reasonable Rules and Regulations governing the frequency, time and location of inspecting and copying the official records as well as the categories of records which may be withheld from inspection, including records protected by lawyer-client privilege, personnel records and confidential information furnished to the Association by VillageWalk residents. The Association may impose fees upon Owners to cover the costs of providing personal copies of the official records, including the costs of copying and the costs required for personnel to retrieve and copy the records.

C. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association for matters in which the Director has a specific need to access said books, records and documents related to a task or charge provided by the President or the Board. A Director's right of inspection includes the right to make extracts and copies of relevant documents at the expense of the Association.

7.7 Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid (a) if to an Owner, at the address which the Owner has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Owner's Unit or (b) if to the Association, the Board or the Manager, at the principal office of the Association or Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this paragraph. In lieu of receiving notices via hand delivery or mail, an Owner may consent in writing to receiving notices from the Association via email or electronic transmission, except notices related to recall meetings, notices given in connection with the collection of delinquent assessments, certain demand notices regarding violations of covenants and restrictions and notices under the Florida Homeowners' Association Act demanding participating in mandatory pre-suit mediation.

7.8 Mediation and Arbitration. Internal disputes arising from the operation of the Association between Owners and the Association shall be the subject of a demand for pre-suit mediation served by an aggrieved party in accordance with Florida Statutes, Section 720.311, as the same may be amended from time to time. If mediation is not successful in resolving all issues between the parties, they may file the unresolved dispute in a court of competent jurisdiction or elect to enter into binding or nonbinding arbitration.

7.9 Captions and Headings. The captions and headings pertaining to the articles and sections of these Bylaws are solely used for ease of reference and in no way shall such captions or headings define, limit or in any way affect the substance of any provisions contained in these Bylaws.

7.10 Severability. In the event any of the terms or provisions contained in these Bylaws shall be deemed invalid by a court of competent jurisdiction, such terms or provisions shall be severable from these Bylaws; and the invalidity or unenforceability of any such terms or provisions shall not affect or impair any other term or provision contained in these Bylaws. The headings of the sections and subsections herein are for convenience purposes only and shall not be used to alter or interpret the provisions contained therein.

7.11 Number and Gender. Whenever used in these Bylaws, the singular number shall include the plural, the plural number shall include the singular, and the use of any one gender shall be applicable to all genders.

7.12 Cumulative Rights. All rights, remedies and privileges granted to the Association hereunder shall be deemed to be cumulative; and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by the Association's Governing Documents, or at law or in equity.

7.13 Attorney's Fees and Waiver. The Association may also charge an Owner for any reasonable attorney's fees and costs incurred in obtaining compliance by Owners and their tenants, family members and invitees with the provisions in the Governing Documents and Rules and Regulations; and such charges shall be payable and collectible in the same manner as any assessment by the Association as provided in the

Declaration. The failure by the Board to enforce any provision of the Governing Documents or Rules and Regulations shall not be deemed to constitute a waiver of the right of the Board to do so in the future.

CERTIFICATE

These amendments to the Bylaws of VillageWalk of Sarasota Homeowners Association, Inc. were duly properly and duly adopted at the October 22nd, 2024 membership meeting of the Association and the October 22nd, 2024 meeting of its Board of Directors.

IN WITNESS WHEREOF, the undersigned officers of the Association have caused these amendments to the Bylaws to be executed on this 7th day of November 2024.

VillageWalk of Sarasota Homeowners Association, Inc.
By: Joseph Ke...
President

(Corporate Seal)

Attest: Margaret Swells
Secretary

VILLAGEWALK HOMEOWNERS' ASSOCIATION
GUIDE TO RULES, REGULATIONS AND POLICIES

SUMMARY

When we choose to own or rent a home in VillageWalk we also accept many responsibilities designed to promote harmony and protect property values. We accept the restrictions, rules and regulations, even as they place limits on us. This is a small price to pay in exchange for the advantages we gain as members of an association of owners. Among the things we encourage are:

- Cultivating mutually respectful relationships with our neighbors
- Sharing in Association governance and activities
- Observing the rules and regulations to preserve and safeguard our common interests.

REFERENCE TO ALL DOCUMENTS

All owners, renters and occupants are required to abide by all the terms and provisions of the documents described in this Guide as well as all rules and regulations as stated or amended in the Homeowners' Documents. The Homeowners' Documents are:

- The Articles of Incorporation,
- The Bylaws,
- The Declaration of Covenants, Conditions and Restrictions (hereafter referred to as "the Declaration").

In addition to the procedures, rules, regulations, and restrictions contained in these Governing Documents, the Board of Directors is empowered to enact and amend additional Rules and Regulations or Policies without the requirement of an Owners' vote, provided said changes do not contradict any Florida State statutes or existing Governing Document language, and are published on the VillageWalk web site.

All of the above documents, and all documents referenced in this Guide, are available on the Association's TownSq website, accessed through villagewalkofsarasota.org.

COMMUNITY WIDE STANDARDS

"Community- Wide Standard" shall be defined as the measure of acceptable conduct and appearance prevalent within VillageWalk that is conducive to preserving and enhancing values and fostering harmonious relationships.

The Board shall establish Rules & Regulation and Policies in conformance with the Homeowner's Documents that describe appropriate conduct and establish acceptable levels of external appearance by, including but not limited to, prohibiting disruptive behavior, requiring Owners to follow specific maintenance procedures, and regulating additions, deletions, or modifications to Owner's homes and lots. In the absence of written rules, regulations or policies, the Board shall use its best judgment to reasonably determine what constitutes appropriate behavior or appearance.

The Board has the responsibility to enforce the Association's Governing Documents and has adopted procedures to ensure fairness and consistency.

Refer to the website: Documents – Policies - Community Wide Standards

See also on the website: Documents – Policies - Enforcement Policy-Towing

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ANIMALS AND PETS

See the Declaration, 12.4.D.

- Owners and walkers must clean up all outdoor pet waste.
- Dogs, cats or other household pets may be kept in the unit provided they are not bred or maintained for any commercial purposes, nor in numbers deemed unreasonable by the Board.
- When pets (dogs and cats) are outside, they must always be on a leash controlled by the owner/walker.
- No pets of mean or violent temperament are permitted.
- No pets that represent a nuisance or are obnoxious to residents in the vicinity are permitted (this includes barking).
- Pets are not permitted in the mailroom or other Town Center facilities (swimming pools, tennis courts, pickleball courts, Café), except for service animals.
- Pet owners are responsible for their animals.
- In Florida it is illegal to feed Sandhill cranes, bears, raccoons, foxes and alligators.
- No bird feeders allowed.

ANTENNAS/SATELLITE DISHES

See the Declaration, 11.6.D and 12.3.G.

The ACC must approve the location of all antennas or satellite dishes prior to installation.

ASSESSMENTS

See the Declaration, Article 8.

Also, see the website: Documents – Policies – Financial Policy

- Quarterly payments of VillageWalk Assessments are due on the first day of each quarter (January, April, July and October).
- Payments are late if not posted **to your account** by the close of business on the 10th (tenth) day of the month they are due and are subject to a late fee.
- Quarterly assessments include
 - Palmer Ranch Master Association assessment
 - 24-Hour Staffed Gatehouse
 - Town Center with Fitness Facility
 - Lagoon & Lap Pools
 - Poolside Café Bar and Tiki (food and beverages not included)
 - Har-Tru Tennis Courts
 - Pickleball Courts
 - Basketball Court
 - Bocce Court
 - Lawn Maintenance of yard and common areas
 - Irrigation of yard and common areas
 - Maintenance of common areas & lakes

VillageWalk of Sarasota Homeowner's Association reserves the right to change and or alter these assessments and or included items as deemed necessary.

BUSINESS USE

Units shall be used solely for residential purposes and may not be used to conduct any trade or business where non-resident employees work in the Unit and/or customers or clients come and go frequently. Nothing herein is intended to prohibit Owners from maintaining a home office or from conducting business operations from the Unit which have minimal or no impact on the community. The Board shall determine in its discretion whether a challenged activity imposes an unacceptable impact on the community.

See the Declaration, 12.3.S.

BOARD ACKNOWLEDGED GROUPS

Requirements for forming groups and rules for their operation can be found on the website under Documents – Groups and Clubs.

CODES OF CONDUCT

Respectful behavior between residents, as well as when interacting with the Board of Directors and VillageWalk staff, is an essential requirement for living in harmony and protecting our property values.

There are three relevant documents on the website:

- Policies - Conduct and Communication Standards.
- Policies - Common Area Conduct Policy
- Policies - Members' Code of Conduct Policy (for HOA Board meetings).

COMMON AREA DAMAGE AND RESTRICTIONS

- Vehicles, bicycles, tricycles, scooters, and baby strollers are not to remain unattended in the common areas when not in use. This includes walkways, bridges, sidewalks and streets.
- Any damage to the common areas must be repaired or replaced by the owner, renter or occupant at the expense of the owner.

COMMUNICATION

See the website: Documents – Policies – Communication Policy

Effective communication between the Homeowners Association Board of Directors and Town Manager on the one part and the Homeowners on the other is a necessary element of community living. Although there are many methods, communication can be best exercised by the following means:

- Communications by Owners: attending Board and Committee meetings, Town Hall meetings, emails, letters, telephone calls, office appointments.
- Communication by the Board of Directors and Town Manager: Village Talk Newsletter, bulletin boards, official website (*villagewalkofsarasota.org*), Zoom.

EXTERIOR MODIFICATIONS TO UNITS OR LOTS

Owners may not add to, delete from, or modify the exterior of their homes or lots without first obtaining the approval of the Architectural Control Committee per the Architectural Control Policy located on the website under Documents – Policies.

GARAGES

- No garage shall be used as a living area or altered in such a manner that the number of vehicles which may be parked is less than the number of vehicles that could reasonably have been parked in the garage as originally constructed.
- Always keep garage doors closed except for temporary purposes

GARBAGE AND RECYCLING

- All garbage and refuse shall be deposited with care in the containers which shall be placed so they are not visible from the roads or from adjoining units.
- No garbage or refuse shall be deposited in any common area for any reason. The dumpsters at Town Center are for Café/ Town Center use only.
- Garbage and recycling containers may not be put out earlier than 24 hours prior to collection, nor left out more than 24 hours post-collection.

More information about Sarasota County garbage and recycling may be obtained on the Sarasota County website, <https://www.scgov.net/government/solid-waste/trash-and-recycling>

GATE SERVICE HOURS AND PROCEDURES

- Gate house phone: 941-927-0288, Email: gate@vwhoa.org.
- For prompt assistance please leave a message as the staff may be assisting other residents at the time of your call. When leaving a message include your name, address and detailed message.
- If you have an emergency, please call 911.
- Hours of allowed entry for vendors/contractors.
 - Monday – Friday 7am – 8 pm
 - Saturday 8 am – 8 pm
 - Sunday & Holidays No contractor entry (unless there is an emergency)
 - Deliveries & Moving trucks are allowed on Sundays 10 am – 5 pm
- Delivery companies will be granted access after-hours if previously approved by the HOA Management office.
- Comcast, Frontier and FPL are allowed on Sundays.
- A Sunday or Holiday emergency service would be a repair considered essential to living conditions. These would include but not limited to air conditioner, plumbing, and refrigerator repairs.

REALTOR ACCESS RULES

- A real estate agent may enter the property if a homeowner has alerted the gatehouse personnel.
- Any real estate agent may come onto VillageWalk property to show a listing, preview a property or tour the neighborhood providing that he or she presents a valid business card to the gatehouse personnel.

- Caravans of real estate agents will be allowed onto the property providing that an agent in each vehicle shows a valid business card.
- Open houses to the public, or signage suggesting an open house, are not allowed.

Also, see the website: Documents – Policies - Gate Strike Policy

GOLF CARTS AND BICYCLES

- All golf carts must be parked in the Unit garages.
- All golf carts must be registered with the HOA office. Each year the owner shall provide the Association proof of liability insurance.
- Golf carts must display a VillageWalk registration sticker.
- Golf carts may be driven on the streets and on the Riverwalk. Golf carts are not permitted on the sidewalks.
- You must be 16 years of age or older to operate a golf cart in VillageWalk
- Additional golf cart parking is located by the tennis courts, lagoon pool and in the gas station loop.
- Golf carts operating after dusk must be equipped for night operation, including headlights and taillights.
- Bicycles are permitted and encouraged in VillageWalk.
- Bicycles may be ridden on the streets and on the Riverwalk. Bicycles are not permitted on the sidewalks.

GUESTS

- Residents are expected to utilize the “dwellingLIVE” website to add or remove guests and vendors. The link is located on the VillageWalk TownSq website under News & Events.
- ALL service providers, contractors, guests, etc. need to be on your dwellingLIVE guest list. This includes, but is not limited to: Uber, Lyft, contractors, vendors (pool, pest control, pressure washing), realtors, cleaners, home health care, etc.
- Guests and or vendors will not be permitted into the community if they do not appear on your guest list in dwellingLIVE. The gatehouse staff will not add any outside vendors or service providers to personal guest lists upon their unannounced arrival, even if shown a work order with a resident’s address.
- The gate may also be contacted at gate@vwhoa.org to add or delete guests.
- If contacting the gatehouse to add a visitor, please leave your name, address, the visitor’s name and the date of entry into VillageWalk.
- Owners may add 10 permanent guests and 3 permanent vendors to their list.
- Husband and wife count as one quest
- Only adult residents are authorized to approve visitors to their homes.
- If 5 or more guests are arriving at the same time a written list must be provided to the gatehouse a day prior.

HURRICANE SEASON

See the Declaration, 12.3.W

- Each owner must abide by the rules and regulations in protecting their homes during the hurricane season (June 1 – November 30).
- All hurricane shutters, other than those provided by the Developer, and/or clear shutters, must be approved by the ACC.
- No plywood panels are permitted.
- Shutters may be put in place after the National Hurricane Center has announced a named, threatening tropical storm.
- Shutters must be removed or opened within 5 days after the threat of the storm has passed.
- Residents may opt to erect shutters (fully or partially) and leave them in place for a maximum of two, thirty-day periods during the season. These two thirty-day (30) periods may be consecutive. The HOA office must be notified in advance, in writing or by email, if a resident wishes to exercise this option.
- Clear shutters may be in place at any time during the hurricane season.
- No shutters may be deployed at any time before June 1 or after November 30 unless a threatening storm warning has been issued.

IRRIGATION

See the Declaration, 12.3.J

The irrigation system is run by the Homeowner's Association and no owner or 3rd party may alter or attempt to operate the system at any time.

LAKES AND WATER BODIES

See the Declaration, 12.3.Q

See the website: Documents – Policies – Recreational Use of Lakes Policy

The primary function of the lakes in VillageWalk is for stormwater retention. The lakes are under the regulatory supervision of state and county agencies. It is the Association's responsibility to maintain the lakes, littoral shelves, wetlands and preserves in a way consistent with state and county regulations. This in turn tends to increase the value of these areas. In addition, the lakes provide recreational opportunities for residents. However, this must be done in a way that it does not detract from their primary purpose or increase liability exposure for the Association. The Association has set up some rules for the recreational use of our lakes. Exceptions to these rules may be granted by the VVHOA for purposes of maintaining the lakes and related areas in the most efficient and cost-effective manner.

- Participants in recreational activities around all bodies of water in VillageWalk do so at their own risk. Participants are reminded that there are alligators present in our lakes and to therefore exercise caution.
- All fishing rules and regulations set by the appropriate state agencies apply, including Florida Fish and Wildlife requirements for a fishing license excluding anyone over the age of 65.
- Fishing is allowed on the common areas directly behind homes only between the hours of 9 am and sunset. Fishing from grass areas is allowed.
- Fishing on the common area lakes not directly behind homes (along Camminare and behind the Town Center) and along the Riverwalk and bridges will be from sunrise to sunset.
- Areas located behind places of residence must be approached from common areas (i.e., the end of streets). Locations may not be approached by crossing over private property located at the sides of houses.
- Fishing in the preserve area is prohibited
- The use of live fish or live aquatic species of any kind as bait is prohibited.
- All bodies of water within VillageWalk are "catch and release."
- Remote controlled electronic powered/sail powered model boats are only allowed on the common area lakes not directly behind homes, from sunrise to sunset.
- Daytime guests who fish must be accompanied by the owner. Overnight guests may be unaccompanied.
- The rules for parental/adult supervision of minor children (13 and younger) that are in effect for the use of our other recreational facilities shall apply to the lakes. Residents are responsible for their guest's compliance with all rules.
- No waders, hip boots or floatation devices allowed.
- Boating is not permitted, with the exception of lake maintenance.
- Recreational activities in the wetlands or eagle preserve are strictly prohibited.
- Swimming / bathing in the lakes is prohibited.

LIGHTING

See the Declaration, 12.3.N

All exterior lights must be approved by the ACC, except for seasonal decorative lights, which may be displayed between December 1st and January 10th only.

MAINTENANCE, OWNER'S RESPONSIBILITY

- Owners must keep their driveways clean and free of stains.

- Owners must keep their gutters clean.
- Owners may pressure wash their homes at any time at their own expense.
- Only the original paint color may be used for any exterior painting of the dwelling, sidewalk, or patio/lanai floor.

There is a special regulation which applies to the Catalina townhouses: Documents – Policies - Catalina Townhouse Portico Policy.

NUISANCE

See the Declaration, 12.3.E

- No unit shall be used in whole or part for the storage of any property or thing that will cause such unit to appear to be in an unclean or untidy condition or that will be unsightly.
- No substance, thing, or material may be kept in any unit that will emit a foul or obnoxious odor, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of a surrounding property or to VillageWalk as a whole.
- No illegal, noxious, or offensive activity shall be carried on in any unit nor shall anything be done thereon tending to cause a nuisance to any person using any property adjacent to the unit.
- There shall not be maintained any plants, animals, devices, or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature that may diminish or destroy the enjoyment of VillageWalk.

RECREATIONAL AMENITY RULES

Homeowners, home renters and overnight guests have access to VW Recreational Amenities during open hours. Day visitors are restricted per individual amenity rules and must be accompanied by a VW resident. Use of amenities by children under the age of 13 must be in the accompaniment of a responsible adult except as designated in the individual amenity rules.

In an emergency, call 911. Each amenity has an AED in or around it's area. First Aid kits are also located at the lagoon pool, tennis pavilion and pickleball board. Other non-emergency issues should be directed to the HOA office when open or the front gate staff after hours.

Profanity, disruptive behavior or harassment of other residents or guests is strictly prohibited at all amenities.

Music and sound devices can only be used with headphones/earbuds.

Failure to adhere to regulations may result in suspension of amenity use privileges.

Lagoon Pool:

Access by FOB only. Do not permit strangers to enter via your FOB.

Hours are Sunrise to Sunset.

No lifeguard on duty.

Pool depths are measured in feet.

Exclusive right of Café/Tiki vendor to provide retail food & beverages in the lagoon pool area.

Permissible number of people in pool shall not exceed 120.

Food and drink, not in glass containers, may be consumed outside the distance of four feet from the pool edge.

Shower before entering the pool.

Use noodles for flotation purposes only.

Use water wings and water safety rings for non-swimmers.

Wear proper bathing suits.

Wear shoulder length hair in a cap, braided or tied in ponytail.

Children under 13 must be accompanied by a responsible adult

Day Visitors must be accompanied by a resident. Limit of five day-guests per household.

Wear specialty swim diapers if in need of diapers.

Lower umbrellas upon leaving pool area.

Place a towel on pool furniture when wearing suntan lotion to prevent lotion from getting on pool furniture causing excess maintenance.

NOT PERMITTED:

DIVING, RUNNING.

Food or drink either in or within 4 feet of the pool.

Rafts, inner tubes, floats, frisbees or balls in pool area unless part of an organized program.

Bikes, scooters, skateboards, inline skates or roller skates on pool deck.

Swimming with a communicable disease, open wounds, bandages, body casts, pads, or adhesive tape in pool.

Removal of pool furniture from the pool area.

Furniture of any kind being placed in pool.

Reservation of chairs, tables or loungers.

Reservation of pool and pool deck area for private use or use for large gatherings or parties.

Smoking/vaping within fenced pool areas.

Animals in the pool or on the pool deck.

Lap Pool:

Reservations are required to reserve a lap Pool Lane for swimming.

There are 3 lanes available for reservations in the Lap pool.

Reservation time slots are 1 hour. Time slots begin at 6:00 am and end 9:00 pm with pool closure at 10:00 pm.

Residents may reserve 1 time slot per day.

Residents can reserve lanes by accessing "Sign Up Genius;" the online registration platform available on the VW /TownSQ website.

Using Sign Up Genius, reservations can be made up to (7) days in advance.

Swimmers are expected to arrive on time. If late, (15mins) a swimmer will lose their reservation, and the lane becomes free for others to use

Swimmers are expected to cancel their reservation using Sign Up Genius. If unable they should call the VW HOA office.

Repeated failure (3 times) to follow cancellation policy may result in denied access to lap pool reservation system.

The Lap Pool is for lap swimming. Individuals who do not have a reservation are not permitted in the Lap Pool while lap swimmers occupy the lanes for swimming.

Chairs and tables on the Lap Pool deck are available for both swimmers and non-swimmers to use.

Food and drink, not in glass containers, may be consumed outside the distance of 4 feet from the pool edge

Fitness Center:

The Fitness Center is open from 4am – 11pm daily

Access is by FOB. Do not allow strangers to enter without a FOB.

The Fitness Center is for residents and overnight houseguests only.

Each household must sign a waiver of liability, and overnight guests must also sign a waiver of liability. The waiver form may be found under Documents-Forms on the website.

Day visitors are not permitted.

Dress Code: Shirts or tank tops, shorts or sweatpants must be worn at all times. Swimming suits cannot be worn alone.

Closed-toe rubber-soled shoes must be worn at all times (no non-rubber sole shoes, boots, flip-flops, Croc-type, aqua shoes, etc.).

Children under the age of 13 are NOT allowed in the fitness center at any time. Children 13 to 15 years of age may use the equipment under the direct supervision of an adult. Children 16 and older may use the equipment without direct adult supervision.

Bicycles, Scooters, and other transportation devices are not allowed in the Fitness Center. There are storage racks outside.

FITNESS TRAINERS:

Residents may engage certified fitness professionals at their own expense for personal fitness training sessions (excluding group classes)

Before any VW Fitness Center instruction begins, all personal trainers must provide the HOA Office with the following:

- A current copy of their fitness trainer certification.
- Current CPR certification.
- Proof of comprehensive general public liability and property damage insurance.

NOT PERMITTED:

Food & Drink: No alcohol, eating, or smoking/vaping is permitted in the Fitness Center. Drinks may be carried in non-breakable, spill-proof containers.

Smoking/vaping/Dip/Chewing Tobacco are prohibited in the Fitness Center.

Equipment Removal: Equipment and/or accessories may NOT be borrowed or removed from the Fitness Center.

RULES OF ETIQUETTE

Please report all issues, including equipment-related ones, to the HOA Office immediately. If they occur outside of office hours, contact the Front Gate House.

Wipe down equipment after each use with the supplied disinfectant towelettes. Properly dispose of used towelettes and other trash in the appropriate containers provided.

Do not rest or sit on machines between sets while others are waiting to use them; allow others to "work in." Do not use more than one machine/bench at a time while there are others utilizing weight equipment; your workout is not more important than other's access to equipment.

Review and follow the Fitness Center Rules & Etiquette displayed near the entrance.

Re-rack and replace ALL equipment and accessory handles and pick up after yourself. Do not leave equipment as trip hazards.

Do not "Dump" weights (high-dropping) or bang free-weights or machine-weights. The use of equipment outside of its intended purpose is prohibited.

Bring a workout towel to use to wipe yourself of perspiration.

Keep your voice and music low and be mindful of not disturbing others who wish to focus on their workouts. Avoid using foul language, disruptive talking, or cell phone calls.

Do not leave equipment/machines or exercise in ways that block walkways or limit access to machines/equipment.

Ask for assistance if you do not know how to operate equipment properly to prevent injuries and so others are not kept waiting.

Observe posted time limits on all cardiovascular machines. When others are waiting, please limit cardio equipment use to 30 minutes.

Tennis:

Court hours are 7am - 10pm daily.

Prime hours are 8 am – 11 am.

Court reservations are made via the VillageWalk TownSq website.

Residents may reserve court time 4 days in advance via the online reservation system on the TownSq website.

Day visitors may play only once per week and must be playing with VW residents.

An equal number of day visitors to playing residents may play on the courts.

A reserved court will become open for others to use if no one shows up within 10 minutes of the reservation time.

Consecutive time slots may not be reserved by the same players.

Day guests may not play during prime time.

The Town Manager approves scheduled activities, such as league or tournament play, which have priority over the other court reservations and restrictions.

There is a limit of 1½ hours of play if others are waiting for a court.

Lights shut off automatically at 10 pm.

Leave courts during daily maintenance or after a heavy rain.

Only tennis shoes suitable for wear on clay tennis courts may be worn.

Shirts must be worn at all times.

No cut-off jeans, tank tops, pants or bathing suits allowed.

No pets are allowed on any court or in the court areas

Activities other than tennis on the courts is prohibited.

Children under the age of 13 must be accompanied by an adult.

TENNIS INSTRUCTORS

Tennis instructors must submit a certificate of insurance and copy of their USPTA or USTA certification to the Town Manager prior to any instruction sessions.

Instructors who are not VW residents are limited to 3 sessions per week.

Tennis lessons are restricted to VillageWalk residents.

Tennis lessons are not allowed during prime hours.

Court 6 may be used for tennis instruction or for ball machines during non -prime time use. Court 5 may be used if Court 6 is unavailable.

Pickleball:

Courts are open sunrise to sunset.

Prime Time is sunrise through 11am

Day visitors may only play with residents outside of Prime Time

VW Pickleball is designed so players are able to play with others with similar skill levels. Please see the Weekly Pickleball Schedule below

Attention Pickleball Players! Fall/Winter Pickleball Schedule



To meet Village Walk's growing interest in pickleball, this schedule is designed to accommodate all levels of play.

WEEKLY PICKLEBALL SCHEDULE						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8:00-11AM I/A Community Play(CP)	8:00-11AM B/I Community Play(CP)	8:00-11AM I/A Community Play(CP)	8:00-11AM B/I Community Play(CP)	8:00-11AM I/A Community Play(CP)	8:00-11AM B/I Community Play(CP)	8:00-11AM I/A Community Play(CP)
11AM-S Open Play (OP)	3:30-5:30PM Community Play(CP)	11AM-S Open Play (OP)	3:30-5:30PM Community Play(CP)	11AM-S Open Play (OP)	11AM-S Open Play (OP)	11AM-S Open Play (OP)

Key for players experience level-

B: Beginner, I: Intermediate, A: Advanced S: Sunset

CP: Individuals will rotate courts, partners, and opponents over a course of several games.

OP: A small group of players may utilize an available court exclusively if they so choose. Courts are not reserved and used on a first come, first serve basis. Small groups are limited to 90 minutes if others are waiting to play.

NOTES- The above schedule will be reviewed periodically by the recreation committee. Changes will be made based on input from community members. Please note, there are no court reservations. Refer to other "Rules" posted on the fence by the pickleball courts.

Note that Community Play will start at 7:30am during warmer months/summer

Refer to the posted rules attached to the Pickleball fence for order of play during Community Play.

During Open Play, courts are not reserved. First come, first serve..

Residents wishing to learn how to play should note players willing to instruct listed on the bulletin board and contact those individuals to set up instruction.

Participants in Community Play are encouraged to utilize the Heja App to communicate with other similar level players. Team codes for the levels:

Beginners/Advanced Beginners-**ZW918086**

Intermediate/Advanced- **CX93116** Couples- **IU410578**

Tournaments and Round Robin events will be announced on Heja as well as the bulletin board

Proper court footwear is required while playing

Eye protection is suggested.

Court debris will generally be cleared in the morning by maintenance personnel. Brooms and squeegees are available for players to clear any remaining or recurring debris. Removing debris and water is necessary for safe play.

Children under 13 must be accompanied by a responsible adult.

Report any issues with equipment or behavior to the HOA office.

Bocce:

Courts are open from sunrise to sunset.

Balls are available in the locker adjacent to the courts.

There are no reservations. Be considerate of others wishing to play.

Children under 13 must be accompanied by a responsible adult.

No overhand throwing of bocce balls or pallino.

Instruction will be offered periodically for new players. This will be announced through the HOA office and posted on bulletin boards.

Basketball:

Court is open sunrise to sunset.

There are no age limits to play.

A day guest must play with a VW resident.

Court shoes, sneakers or other athletic footwear is required.

Be considerate of all wishing to play.

No furniture, scooters, bikes, skateboards, roller skates, rollerblades or animals allowed on the court.

SALES AND LEASING OF UNITS

See the Declaration, Article 18 (*As this article covering sales and leases is very explicit, owners planning to sell or lease are urged to read the complete document.*)

Homes may neither be sold nor leased without completing necessary paperwork and making a required payment at least 20 days in advance of a sale or lease date.

See also the Documents - Policies - Selling and Leasing.

SIGNS

See the Declaration, 12.3.A

No signs, notices or advertisements shall be displayed in windows on buildings or common areas.

TOWN CENTER

GENERAL USE

- The Town Center is open for residents' use daily from 8 am to 10:30 pm.
- Some Town Center facilities may be closed occasionally for cleaning, maintenance or special events.
- Children under 13 must be accompanied by an adult.
- A Board approved group that is composed of VillageWalk residents only may reserve the use of Town Center rooms for their group. Reservations shall be made through the Events Coordinator and annual schedules of meetings must be prepared. There is no charge for this type of use. Any Board approved group gathering with non-resident guests exceeding 20% of the total in attendance must pay for rental of the Town Center rooms at a rate of 50% of the rates set for private use of the facilities.
- No group other than a Board approved group has the use of Town Center rooms unless approved by the Board or VillageWalk management.
- Residents are responsible for the actions or damages caused by their guests.
- Only battery-operated lighting is permitted, candles are not permitted.
- No confetti is allowed in the Town Center.
- The Town center is designated a non-smoking area.
- No alcohol is permitted unless served as part of an approved function.
- Persons in swimwear (wet or dry), without cover-ups or with bare feet are not allowed in the Town Center.
- No pets are allowed in the Town Center, with the exception of a service dog assisting a visually impaired or disabled person.

- Limited gambling is permitted in the Town Center. Jackpots are limited to \$10 per game. No sponsor is permitted to receive any commission. Participants must be over eighteen (18) years of age. No debt incurred in a game is legally enforceable. The Association or an owner participating in the game shall not have any civil liability for damages if the restrictions of the law related to penny-ante gambling are properly followed (Florida Statute 849).
- Any urgent issue occurring at an after-hours event (e.g., AC, electrical or plumbing problem) should be reported to the gatehouse. This does not apply if a 911 response is required.

PRIVATE USE

- Residents may rent Town Center rooms for a social function for themselves or a member of their family at a fee established by the Board of Directors. Rates will be set annually by the Board during preparation of the budget.
- Use of the Town Center rooms is limited to the following capacities:
 - Antigua and Barbados - 161 with tables; 346 without tables
 - Antigua - 64 with tables; 138 without tables
 - Barbados - 97 with tables; 208 without tables
- Reservations for use of designated rooms in the Town Center are not confirmed until a room rental form is signed, a \$1000 security deposit is remitted, and all room rental fees are paid. Rental forms may be found on the website under Documents – Forms.
- The key may be picked up 24 hours in advance of the event. Keys for weekend events must be picked up at the HOA office prior to 4 pm on the Friday before the event.
- Curfew times for reserved use of the Town Center are: 11 pm Sunday through Thursday, and 12 am Friday & Saturday.
- Notice of reservation cancellation for use of Town Center facilities must be received ten (10) or more days prior to the scheduled event date to receive a refund. Notice of cancellation received less than ten (10) days in advance will not be eligible for a refund.
- To facilitate gate house operation, an alphabetized guest list must be submitted to the gatehouse seventy-two (72) hours before the scheduled event.
- All users of the Town Center facilities are required to remove all trash and any materials or equipment brought into the building. Management will assess additional charges against any party abusing property, causing damage, or failing to remove trash and equipment. Management will be the sole judge of such action. A reservation is valid for a given date only. Set-up and clean-up duties must be accomplished on the same date unless other arrangements have been made with the HOA office in advance.

PRIORITY USAGE

Priority for use of Town Center facilities will be granted in the following order:

- Board Meetings and Board sponsored events,
- Committee meetings,
- Activities Committee and Gifts & Bequests Committee events,
- Private Use by Owners.

USE OF EQUIPMENT

- No Town Center property, furniture or equipment of any kind may be removed from the premises without prior written permission from management. Legal action will be taken against violators.
- Portable music playing devices (except those equipped with headsets) are not allowed in the Town Center areas unless used during a supervised recreation activity or approved event.
- The Association will maintain a wireless computer connection in the Town Center, Café and Fitness Center available to residents and their guests.
- The sound system and projector system are available for residents' use during scheduled events. Arrangements for use must be made with management at least 24 hours in advance. Residents must provide their own computer, laptop or tablet.

USE OF LIBRARY

- The library is open to all residents and their guests.
- There will be no eating or drinking in the library.
- Items are borrowed from the library on the honor system, with no quantity or time limits. Items borrowed should be returned.
- Donations of recent paperbacks, hardbacks, classics, children and young adult literature, large print books and current magazines will be accepted and included in the collection, if deemed appropriate.
- A computer will be available for use in the Town Center library for residents and their guests. In consideration of other residents, a 30-minute time limit will be in place. Users of the computer will adhere to the laws and rules governing computers including, but not limited to, copyright laws, rights of software publishers, license agreements and rights of privacy created by federal and state laws.
- The library computer will not be used for unlawful, salacious, pornographic or other offensive purposes.
- Computer users who engage in unacceptable activities shall lose access to the computers. The Association reserves the right to pursue legal action against a user who willfully, maliciously or unlawfully damages or destroys property of the Association.

TREE, SHRUB AND PLANT REMOVAL

See the Declaration, 12.3.L and 12.3.M

Also see the website: Documents – Policies – Trees-Shrubs-Plants Policy

- Management will routinely assess the need for tree and plant trimming, removal and replacement. Appropriate types, sizes, and numbers of trees, shrubs and plants will be considered in all locations where replacement is required. It will be at the discretion of management as to what types and how many plants are replaced.
- The HOA routinely trims and maintains trees and plants at each Unit in accordance with the Declaration of Covenants, Conditions and Restrictions (CCR) and Community Standards. The Association will assure that all trees of the same species are trimmed in a similar manner. Owners are not permitted to remove or damage any tree, shrub or plant. If they take action on their own, they are responsible for the cost of replacement of landscaping items damaged by their actions.
- Management will trim or replace plants damaged by frost or insect blight in a systematic and timely manner for both common areas and the areas maintained at each Unit
- Management will provide input to the annual budget based on their assessment of trimming, removal and or replacement requirements for the upcoming year. As plants age and increase in size more care and cost will be required.
- An owner desiring removal of a shrub or plant will complete a Brightview service request online via the Brightview Portal, located in VillageWalk TownSq under News and Events, providing justification for removal. The Association's management and landscape contractor will assess the situation and, if the request is valid per existing rules and regulations, will take appropriate action.
- Owners may also be required to submit an ACC application for tree, shrub or plant removal(s). Management has the right to direct requests from owners to the ACC. In considering such requests, the ACC is obligated to observe the limitations imposed by Association rules and regulations, community standards and Board policy.
- In the event approval is granted, the removal will be at the expense of the Owner and include stump and root removal and any necessary repairs to the irrigation system or other systems. Replacement trees, shrubs and plants will be approved by the ACC.
- For a complete listing of the Tree, Shrubs and Plant Policy please refer to the VillageWalk TownSq website at villagewalkofsarasota.org – Documents – Landscaping - Plant Palette.
- Residents that have placed 'No Trim' signs on their property or on specific plants will assume the full responsibility to manage and maintain these plants.

UNSIGHTLY CONDITIONS

See the Declaration, 12.3.F and 12.3.U.

Also see the website: Documents – Policies – Roof Cleaning Policy

- Weeds, rubbish, litter, debris or unsightly materials or objects of any kind shall not be allowed to accumulate on properties or common areas.
- All machinery and equipment and other items of similar personal property, such as basketball hoops, shall be obscured from view of adjoining streets, units or common areas.
- Garbage shall not be allowed to accumulate, nor any fire hazard be allowed to exist.
- Whenever possible, towels, clothing and other laundry shall be aired or dried in an area within a unit or lot that is not exposed to view by neighbors or passersby.

VEHICLES AND PARKING

See the Declaration, 12.3.B ("Streets and Parking) and 12.3.V ("Permitted Vehicle Parking").

There are five categories of permitted vehicles: commercial, personal, work, recreational, and public service, each with different parking rules.

- Personal and work vehicles used by Owners, guests, tenants and social licensees may park only within the Unit's driveway, the Unit's garage, or in any designated common area where vehicles are permitted by the Board to be parked.
- Recreational vehicles including golf carts, motorcycles, RVs, boats, camping trailers, or other similar vehicles determined by the Board in its reasonable discretion to be recreational vehicles, may be parked only within a garage provided the garage door remains closed except for purposes of ingress and egress.
- Commercial and work vehicles driven by invitees in the community for business purposes may only park during daylight hours and temporarily in a unit driveway, or in a designated common area where vehicles are permitted by the Board to be parked.
- Public service vehicles such as ambulances and police or fire department vehicles may park where necessary.

Additional regulations:

- All posted parking and traffic signage shall be adhered to.
- No vehicle shall be parked in a manner that prevents access to another lot or that blocks the sidewalks.
- No parking any time between 1 am and 6 am is allowed except in unit driveways and in the designated cutouts in the Townhouse section of the community.
- No parking in any grass area except the Town Center grass overflow lot.
- Management approval is necessary for extended parking (24 to 72 hours) in the Town Center grass overflow parking lot and requires proper display of permit.
- Handicap parking requires proper ID display.
- Illegally parked cars are subject to towing
- All costs of services provided by the tow operator to the Association shall be paid by the violator/owner of the vehicle. The resident owner is liable for all towing charges for family members, guest and visitors.
- Car covers and for sale signs are not permitted.
- No assembling or disassembling of motor vehicles except within the garage.
- Unit owners are required to keep driveways clean of any oil or other fluids discharged by vehicles.

WINDOWS

See the Declaration, 12.3.T.

All draperies, curtains, shades or other window coverings installed in a Unit and which are visible from the exterior of a Unit shall have a white backing unless otherwise approved by the ACC.

AUTHORIZED BY: Board of Directors

DATE: January 21, 2025