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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 3323817

Prepared by and return to:
Steven J. Adamczyk, Esq.
4501 Tamiami Trail N, Suite 350
Naples, FL 34103
239-241-7384

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
ISLANDWALK AT THE WEST VILLAGES
and
BYLAWS and ARTICLES OF INCORPORATION
FOR
ISLANDWALK AT THE WEST VILLAGES HOMEOWNERS ASSOCIATION, INC.**

I HEREBY CERTIFY that the following amendments to the Declaration of Covenants, Conditions, and Restrictions for IslandWalk at the West Villages, the Bylaws for IslandWalk at the West Villages Homeowners Association, Inc., and the Articles of Incorporation for IslandWalk at the West Villages Homeowners Association, Inc. were duly approved and adopted by the Association's membership at the duly noticed meeting of Members on March 26, 2025. Said amendments were approved by a proper percentage of the Association's voting interests.

The original Declaration of Covenants, Conditions, and Restrictions for IslandWalk at the West Villages, the Bylaws for IslandWalk at the West Villages, and the Articles of Incorporation for IslandWalk at the West Villages, including the legal description of the Sarasota County, Florida, real property subject to these documents, was recorded at Instrument #2006016370 of the Public Records of Sarasota County, Florida.

WITNESSES:
(TWO)

**ISLAND WALK AT THE WEST VILLAGES
HOMEOWNERS ASSOCIATION, INC.**

Corinne Hoyle
Signature

BY: Russ Gerry
Russ Gerry, President

Corinne Hoyle
Print Name
Address: 19215 Tantino Drive
Venice, FL 34293

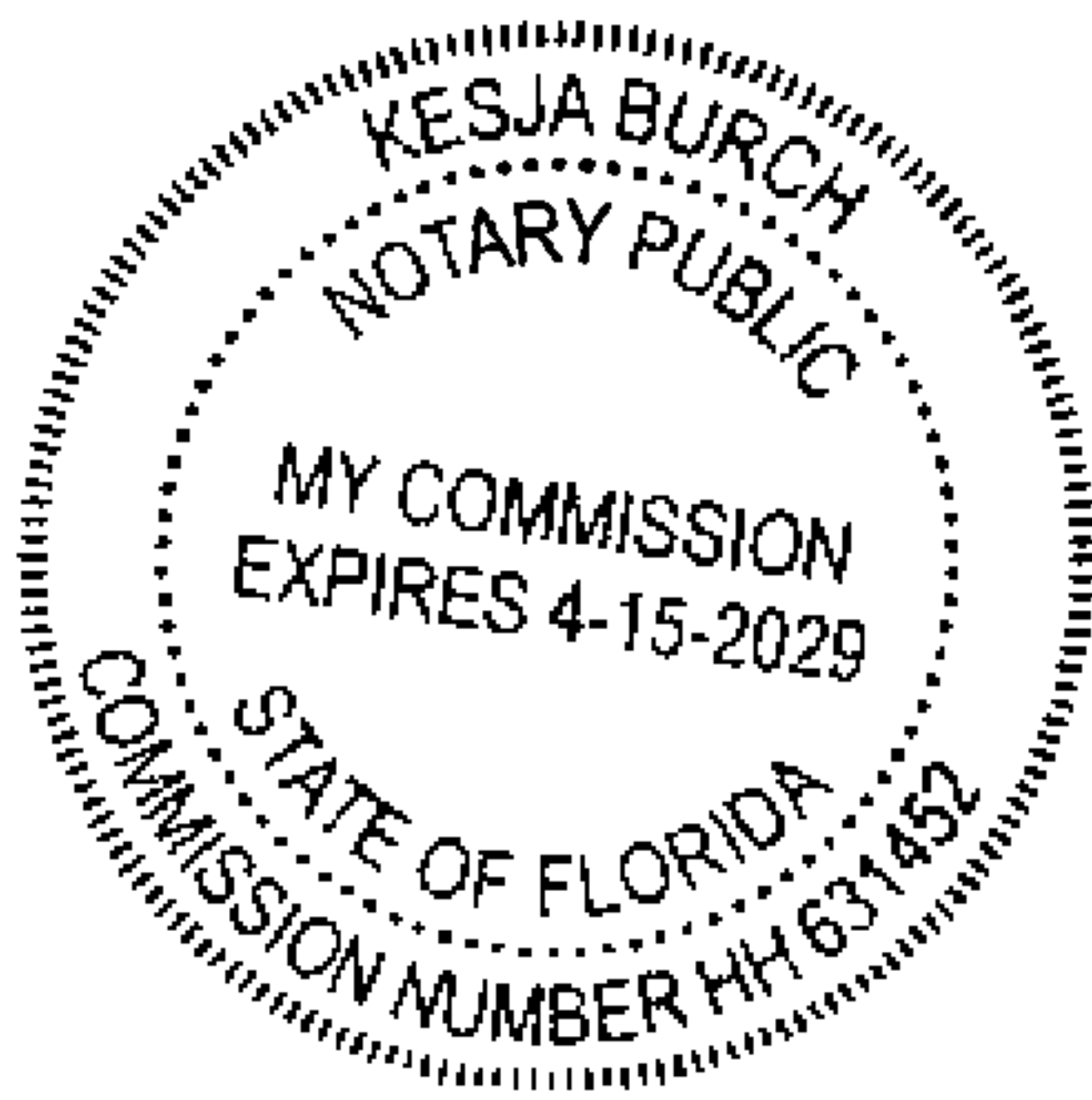
Yvonne Rosbottom
Signature

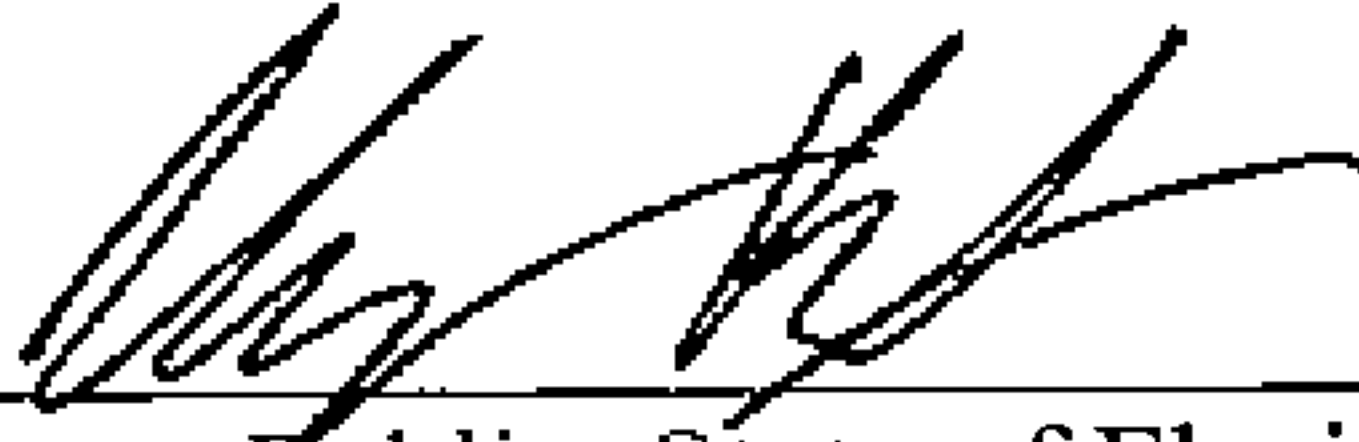
Yvonne Rosbottom
Print Name
Address: 19215 TANTINO DR
VENICE FL 34293

**STATE OF FLORIDA
COUNTY OF SARASOTA**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared [] in person or [] virtual attendance, Russ Gerry, as President of IslandWalk at the West Villages 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 4th day of April 2025.





Notary Public, State of Florida

Print Name: Kesja Burch
My commission expires: 4-15-29

**NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE DECLARATION.
FOR PRESENT TEXT SEE EXISTING DECLARATION.**

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR ISLANDWALK
AT THE WEST VILLAGES**

KNOW ALL PERSONS BY THESE PRESENTS that on January 26, 2006 the original Declaration of Covenants, Conditions and Restrictions for IslandWalk at the West Villages was recorded at Instrument Number 2006016370 of the Public Records of Sarasota County, Florida. That Declaration, as it has previously been amended, is hereby further amended and is restated in its entirety, as amended.

The legal description of the Sarasota County, Florida real property subject to this Declaration is included in the original Declaration, as amended and supplemented (hereinafter the "Property" or "IslandWalk") and is incorporated by reference into Exhibit A hereto.

No additional land is being added by this instrument and no land is being removed by this instrument. The covenants, conditions and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future Owners. The acquisition of title to a Lot or any other ownership interest in the Property, or the lease, occupancy or use of any portion of a Lot or the Property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

1. DEFINITIONS. The following words and terms used in this Declaration or any of the Governing Documents (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.1 "Assessments" means a share of the funds required for the payment of Common Expenses and individual expenses which from time to time are assessed by the Association against an Owner as Individual Home Assessments, Landscaping Assessments, Special Assessments or individual Charges.

1.2 "ACC" means the architectural control committee of the Association, as established in Article 6 hereof.

1.3 "Articles" and "Bylaws" as used herein, means the Articles of Incorporation and the Bylaws of IslandWalk at the West Villages Homeowners Association, Inc., as amended from time to time. A copy of the Amended and Restated Articles and Bylaws are attached hereto as Exhibits "B" and "C" respectively.

1.4 "Association" means IslandWalk at the West Villages Homeowners Association, Inc., a Florida not for profit corporation, which is responsible for the maintenance and operation of the

Association and its Common Areas.

1.5 “Attached Home” means two or more single family Homes sharing the entire roof and a common wall, known as a “Party Wall”, between each unit. Quads are excluded from this definition.

1.6 “Attached Walls” means those walls other than Party Walls, which are attached to the dwelling at a point other than on the boundary line are for privacy and considered a part of the Home, and are not Association Property.

1.7 “Barrier Walls” means those walls, not including Party Walls, which are constructed between two adjoining Lots; the walls directly adjacent to walkways; and the walls separating one street from another.

1.8 “Board” means the Board of Directors responsible for the administration of IslandWalk at the West Villages Homeowners Association, Inc.

1.9 “Building” means a standalone structure which includes Attached Homes.

1.10 “Common Areas” means such portions of IslandWalk which are not included in any Lot and which are or shall be owned and maintained by the Association, as set forth in this Declaration, for the common use and enjoyment of the Owners within IslandWalk. The term "Common Areas" shall also include any personal property acquired by the Association and any easements granted to the Association.

1.11 “Common Expenses” mean the expenses for which Owners are liable to the Association as described in this Declaration and the Governing Documents and include, but are not limited to, the costs of maintaining the Common Areas and the costs and expenses incurred by the Association in administering, operating, maintaining, financing, or repairing the Common Areas, the costs and expenses incurred by the Association in administering, operating, maintaining, financing, or repairing, but not reconstructing, replacing or improving, the Common Areas or any portion thereof and Improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under the Governing Documents. Common Expenses shall also include, without limitation, any costs and expenses incurred by the Association pursuant to the Drainage Easement(s), if any.

1.12 “Common Structural Elements” means those portions of Buildings and Attached Homes which service more than one Home and include, without limitation:

(A) Utility Lines. All utility lines, ducts, conduits, pipes, fire sprinklers, wires and other utility fixtures and appurtenances which are located on or within each Building and which directly or indirectly in any way service more than one (1) Home in such Building.

(B) Party Walls. "Party Walls" are common walls in Attached Homes that may extend

into the lanais between two (2) Homes located upon a Lot line between two (2) Homes, provided that the mere fact that such a division wall between two (2) Homes is found to be not on a Lot line shall not preclude that division wall from being a Party Wall. The Owners of the Homes adjacent to a Party Wall shall own such Party Wall as tenants in common.

(C) Bearing Walls. Any and all walls or columns necessary to support the roof structure.

(D) Exterior Finish. Any and all siding, finish, trim, exterior sheathings and other exterior materials and appurtenances on the exterior of each Building.

(E) Flooring. The entire concrete floor slab and all foundational and support structures and appurtenances thereto.

(F) Shared Roofing. The entire roof of an Attached Home Building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, roof trim, and roof drainage fixtures, shall be collectively referred to as "shared roofing".

1.13 "Common Surplus" means the excess of all receipts of the Association, including but not limited to Assessments, rents, profits and revenues over the Common Expenses.

1.14 "Conservation Area" means that portion of the Common Areas, if any, other than a Preservation Area (defined herein), 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.

1.15 "County" means Sarasota County, Florida.

1.16 "Declaration" means this Declaration as amended from time to time.

1.17 "Drainage Easement" means those certain drainage easements, if any, set forth in any Plat of any portion of IslandWalk, recorded in the County (collectively "Drainage Easement(s)").

1.18 "Family" or "Single Family" shall refer to any one of the following:

(A) One natural person.

(B) Two or more natural persons who commonly reside together as a single housekeeping and economic unit.

1.19 "Governing Documents" means and includes this Declaration, the Articles, the Bylaws, the Rules and Regulations and all recorded exhibits thereto, as amended from time to time.

1.20 "Guest" means any person who is not the Owner or a lessee of a Lot , who is physically present in, or occupies a Home on a temporary basis at the invitation of the Owner or other legally permitted occupant.

1.21 "Home" means a residential dwelling unit constructed or to be constructed within IslandWalk, which is designed and intended for use and occupancy as a single-family residence. The term Home shall include the Lot as provided in Section 1.24 below.

1.22 "Improvement" means all structures or artificially created conditions and appurtenances thereto of every type and kind located within IslandWalk.

1.23 "Lease" means the grant by an Owner of a temporary right of use of the Owner's Home with or without valuable consideration. The term Lease and all its derivations as used herein applies to any type of occupancy for which the occupant has paid consideration to the Owner including but not limited to occupancy pursuant to a license.

1.24 "Lot" means any parcel of land within IslandWalk at the West Villages upon which a Home is permitted to be constructed, together with the Improvements thereon, and any portion of the Property that is declared to be a Lot by a Supplemental Declaration. With respect to Lots with a constructed Home, a reference to "Lot" shall include the "Lot" and "Home" unless the intent is clearly otherwise.

1.25 "Maintenance", "Repair" and "Replacement" Maintenance means the upkeep or preservation of the condition of the property. Repair means to mend, remedy, or restore to a sound or good state after decay, injury, dilapidation or partial destruction. Replace means to place again; restore to a former condition after destruction.

1.26 "Members" means and refers to those persons who are entitled to membership in the Association as provided in Section 2.1 below and its Articles and Bylaws.

1.27 "Occupy" when used in connection with a Home, means the act of staying overnight in a home. "**Occupant**" is a person who occupies a Home.

1.28 "Owner" or "Lot Owner" means the record Owner of legal title to a Lot.

1.29 "Perimeter Walls" means those portions of IslandWalk which run along: (a) the outer perimeter of the IslandWalk adjacent to any public or private right-of-way, including chain link style fencing.

1.30 "Plat" means all plats recorded in the public records of the County in which the Declarant dedicates all or any portion of the Total Lands, including the IslandWalk at the West Villages Phase IA Plat.

1.31 "Preservation Area" means that portion of the Association Property, if any, which is intended to be preserved and maintained by the Association in its existing (or restored) natural and native condition in perpetuity.

1.32 "Primary Occupant" means the natural person approved for occupancy of a Home when title to the Lot is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person. When used in reference to a home owned in one of the forms listed above, the term "primary occupant" shall be synonymous with the term "Owner".

1.33 "Property" "IslandWalk" means all the real property which is subject to this Declaration.

1.34 "Shall" as used herein means must.

1.35 "Stormwater Management System" means mean all structures required to collect and convey rainfall runoff from IslandWalk, which includes all drainage areas, drainage structures, and drainage devices. The Stormwater Management System is located upon and adjacent to the Property and designed to serve the Property, as well as certain other property, all as described in the Drainage Easement(s). The Stormwater Management System is a private stormwater management system.

1.36 "Structure" means that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground. The term shall be construed as if followed by the words "or part thereof". The term includes, without limitation swimming pools, decks, fences, flagpoles, antennas, playground equipment, and storage sheds.

1.37 "Voting Interests" means the voting rights distributed to the Members pursuant to the Bylaws.

1.38 "West Villages Improvement District ("WVID")" means the independent special district of the State of Florida responsible to implement and maintain certain public infrastructure improvements for the benefit of IslandWalk and lying within WVID's Unit of Development Nos. One and Two ("Unit Nos. One and Two") and further discussed in Article 14 below.

2. ASSOCIATION.

2.1 Membership. Every Owner of a Lot shall be a member of the Association, and by acceptance of a deed or other instrument evidencing his or her ownership interest, each Owner accepts membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of the Governing Documents, as amended from time to time.

2.2 Voting Rights. Voting rights are set forth in the Bylaws of the Association.

2.3 Articles of Incorporation. A copy of the Amended and Restated Articles is attached to this Declaration as Exhibit "B".

2.4 Bylaws. A copy of the Amended and Restated Bylaws of the Association is attached to this Declaration as Exhibit "C".

2.5 Delegation of Management. The Association may contract for the management and maintenance of those portions of the Property it is required to maintain, and may authorize a licensed management agent to assist the Association in carrying out its powers and duties by performing functions which may include but are not limited to the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the Common Areas with funds made available by the Association for such purposes.

2.6 Acts of the Association. Unless the approval or affirmative vote of the Owners is specifically made necessary by some provision of the law or the Governing Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board, without a vote of the Owners. The officers and Directors of the Association have a fiduciary relationship to the Owners. An Owner does not have the authority to act for or bind the Association by reason of being an Owner.

2.7 Powers and Duties. The powers and duties of the Association include those set forth in Chapters 617 and 720, Florida Statutes, and in the Governing Documents. The Association may contract, sue or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Common Areas. The Association has the power to enter into agreements to acquire leaseholds, memberships and other Ownership, possessory, easement or use interests in lands or facilities for the use and enjoyment of the Owners.

2.8 Official Records. The Association shall maintain its official records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies.

2.9 Purchase of Lots. The Association has the power to purchase Lots in connection with the foreclosure of an Association lien for Assessments, charges or fines or any other foreclosure of an interest that affects the Association's lien and to hold, lease, mortgage, encumber or convey them with such power to be exercised by the Board without prior approval of the Owners.

2.10 Interests in Real Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board. Except as otherwise provided in Section 2.9 above and 4.6 below, the power to acquire, encumber or convey Ownership interests in real property, including recreational facilities, whether or not contiguous with the Property, shall be exercised by the Board only after approval by at least two-thirds (2/3) of the total Voting Interests.

2.11 Disposition of Personal Property. Except as otherwise provided in the Articles with respect to borrowing, personal property owned by the Association, may be mortgaged, sold, or otherwise encumbered or disposed of by the affirmative vote of a majority of the Board, without need for authorization by the Owners.

2.12 Roster. The Association shall maintain a current roster of names and mailing addresses of Owners, based upon information supplied by the Owners. Owners are responsible for notifying the Association of any change in their mailing address. All such notices shall be in writing. A copy of the roster shall be made available to any Member upon request.

3. ASSESSMENTS. The provision of this section shall govern Assessments payable by all Owners of Lots, for the Common Expenses not directly attributable to one of the Lots.

3.1 Covenant to Pay Assessments. Each Owner of a Lot by the act of becoming an Owner covenants and agrees, and each subsequent Owner of any Lot (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

(A) Individual Home Assessments. The Individual Home Assessment shall be levied against all portions of the Property subject to the Declaration to raise funds necessary to pay the Common Expenses and shall be levied based upon an annual budget. All Individual Home Assessments shall be assessed on an annual basis and payable in quarterly installments or in such other manner and time frame as determined by the Board in its sole discretion and from time to time.

(B) Landscaping Assessments. In addition to Individual Home Assessments, the Association may levy Landscaping Assessment against some or all Lots to provide the landscaping services referenced in Section 5.1(C) below for the general maintenance and care of landscaping on the Lots. The Board may vary the Landscaping Assessment based on equitable factors such as the type of home, size of home, size of Lot, or other characteristics in the Board's reasonable discretion. The Landscaping Assessment shall be assessed on an annual basis and payable in quarterly installments or in such other manner and time frame as determined by the Board in its sole discretion and from time to time.

(C) Special Assessments. In addition to the Individual Home Assessments and the Landscaping Assessments, the Association may levy Special Assessments against each Owner, in accordance with the allocation and approval procedures set forth in the Governing Documents, including, without limitation, Section 9.12 below and Section 6.6 of the Bylaws to meet unusual, unexpected, unbudgeted or non-recurring expenses, or for such other purposes as are authorized by the Governing Documents.

(D) Charges. The Association may also levy special charges ("Charges") against any individual Owner for any amounts, other than for Common Expenses, which are properly chargeable against such Owner under the Governing Documents. By way of example, a Charge

may be levied against an Owner where the Association has performed curative maintenance as a result of failure of an Owner to do so.

Assessments and charges shall be established and collected as provided herein and elsewhere in the Governing Documents. The Owner of each Lot, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 3.10 below, whenever title to a Lot is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid Assessments and Charges against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. No Owner may waive or otherwise escape liability for the Assessments and Charges provided for herein by waiver or non-use of the Common Areas, by abandonment, or otherwise. Except as provided elsewhere in the Governing Documents as to first mortgagees, no Owner may be excused from the payment of Assessments unless all Owners are similarly excused. Assessments and other funds collected by or on behalf of the Association become the property of the Association. No Lot Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Lot. No Owner can withdraw or receive distribution of his prior payments to the common surplus or Association reserves, except as otherwise provided herein or by law.

3.2 Purposes of Assessments. Assessments shall be used for the purposes of promoting the general welfare of the Lot Owners and residents; to operate, maintain, repair, improve, construct, and preserve (on a not-for-profit basis) the Common Areas owned of the Association for the benefit of its members, their guests, tenants and invitees; and to perform all other duties and responsibilities of the Association as provided in the governing documents. Common expenses also include the funds necessary to provide reserve accounts for:

- (A) renovation or major repairs to the Common Areas; and
- (B) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss.

3.3 Share of Assessments, Regular, Special and Individual. The Owners of each Lot shall be liable for an equal share of the Individual Home Assessment and Special Assessments for Common Expenses. All monetary fines assessed against an Owner pursuant to the Governing Documents, or any expense or charge of the Association attributable to or on behalf of an individual Owner pursuant to the Governing Documents, shall become a lien against such Owner's Lot which may be foreclosed or otherwise collected as provided herein.

3.4 Lien. The Association has a lien on each Lot for unpaid past due Association assessments, and charges, together with interest, late payment penalties, costs and reasonable attorney fees incurred by the Association in enforcing this lien. The lien is perfected by recording a Claim of Lien in the public records of the county, which Claim of Lien shall state the description of the property encumbered thereby, the name of the record Owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Association. The

lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid assessments, fines and charges, interests, late fees, costs and attorney fees which are due and which may accrue or come due after the recording of the Claim of Lien and before the entry of a final judgment of foreclosure. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

3.5 Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid Assessments or Charges by the procedures and in the same manner as is provided in Section 720.3085 of the Florida Statutes, as amended hereafter, for the foreclosure of a lien upon a Lot for unpaid Assessments. All unpaid Assessments and Charges also constitute a personal obligation of the Owners and the Association may, in addition to any other remedy herein provided, bring an action at law against any Owner liable for unpaid Charges or Assessments. If final judgment is obtained, such judgment shall include interest on the Assessments as above provided and reasonable attorney fees to be fixed by the court, together with the costs of the action, and the Association shall be entitled to recover reasonable attorney fees in connection with any appeal of such action.

3.6 Priority of Liens. The Association's lien for unpaid charges, assessments and all other amounts shall be subordinate and inferior to any recorded institutional first mortgage, unless the Association's Claim of Lien was recorded before the mortgage, but shall relate back to the date the original Declaration was recorded in the Public Record and be superior to, and take priority over, any other mortgage, lien or interest recorded after that date. Any lease of a Lot shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed.

3.7 Lien for Charges. There is hereby created a common law and contractual lien to secure payment of any Charge for any service which the Association provides for an individual Member and which is not otherwise secured by the statutory lien for Common Expenses. By way of example, but not limitation, a lien for Charges exists to secure repayment to the Association when it must remove or reinstall unapproved Owner installed alterations or perform Owner maintenance responsibilities, or address emergency situations on behalf of an Owner. The lien for Charges shall be of equal priority to a Common Expense lien and shall be foreclosed in the same manner. The lien shall also secure interest, late charges, attorney's fees and costs.

3.8 Application of Payments; Failure to Pay; Interest. Assessments, charges and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. In addition to interest the Association may also charge an administrative late payment fee in an amount not to exceed the maximum amount allowed by law. Assessments, charges and installments thereon shall become due, and the Lot Owner shall become liable for said Assessments or installments, on the date established in the Bylaws or otherwise set by the Board for payment. Any restrictive endorsement on or accompanying a payment notwithstanding, all payments made to the Association by or on behalf of a Lot Owner shall be applied first to interest, then, to late fees, then to costs (including but not limited to collection charges imposed by the management company, attorney and court) then to attorney fees, then to fines (if allowed by law),

then to other charges, and then to the oldest outstanding unpaid Assessments. No payment by check is deemed received until the check has cleared. The Association shall also have the right to require any tenant occupying the Lot during any period in which Assessments for the Lot are due but have not been paid to the Association to pay the rent to the Association pursuant to this Declaration.

3.9 Acceleration. If any Special Assessment or installment of an Individual Home Assessment as to a Lot becomes more than thirty (30) days past due, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Lot's Assessments for that fiscal year. The due date for all accelerated amounts shall be the date the lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid.

3.10 Working Fund Contribution. Each Owner who purchases a Lot with a Home thereon shall pay to the Association at the time legal title is conveyed to such Owner, a "Working Fund Contribution." The Working Fund Contribution shall initially be \$2,500.00 and the Board may increase the amount of the Working Fund Contribution each year by an amount not greater than five percent (5%) of the prior year's amount. The Board may decrease the amount in its discretion from time to time, and any single proposed increase greater than five percent (5%) must first be approved by a majority of Owners represented in person or by proxy at a meeting called and held in accordance with the Bylaws. The purpose of the Working Fund Contribution is to ensure that the Association will have cash available, to meet unforeseen expenditures or to acquire additional equipment and services deemed necessary or desirable by the Board. Working Fund Contributions are not advance payments of Individual Home Assessments and shall have no effect on future Individual Home Assessments, nor are they required to be held in reserve. Working Fund Contributions may be used to offset Common Expenses. The following conveyances, however, are exempt from the Working Fund Contribution:

(A) a transfer of title to a mortgagee, lienholder or other purchaser at a judicial sale caused by foreclosure of a lien on a Parcel or Tract (or by a deed in lieu of foreclosure);

(B) a transfer of title resulting from the death of the Owner;

(C) a transfer of title to a Trust or the Owner's spouse solely for estate planning or tax reasons, with no change in occupancy of the Home; or

(D) a transfer of title to the transferor's current spouse, or to a former spouse, in connection with the dissolution of marriage.

3.11 Certificate as to Assessment, Mortgage Questionnaires. Within ten (10) working days after request by a Lot Owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter" stating whether all Assessments and other monies owed to the Association by the Lot Owner with respect to the Lot have been paid. Any person other than the Lot Owner who relies upon such certificate shall be protected thereby. The Association may charge up to the maximum amount allowed by law to issue an estoppel certificate. The Association may but is not obligated to respond to mortgagee questionnaires. If the Association chooses to respond to a mortgagee questionnaire the Association may charge up to \$150.00 (in addition to any charge for an estoppel letter) plus attorney's fees for doing so.

3.12 Mortgage Foreclosure. 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, as amended from time to time. 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 or her ownership.

4. EASEMENTS.

4.1 Appurtenant Easements. Subject to the restrictions found elsewhere in this Section 4, the Owner of each Lot, their guests, lessees and invitees, shall have as an appurtenance to their Lot a perpetual nonexclusive easement for ingress and egress over, across and through the Common Areas, for the use and enjoyment of all recreational facilities, such use and enjoyment to be shared in common with the other Owners of Lots, their guests, lessees, licensees and invitees, subject to the provisions of this Declaration.

4.2 Limitations. This right shall be subject to the following conditions and limitations:

(A) The right and duty of the Association to reasonably limit the number of guests, invitees, licensees, or lessees of an Owner in IslandWalk.

(B) The right and duty of the Association to levy Assessments against each Lot for the purpose of maintaining, repairing, replacing and improving the Common Areas and facilities thereon in compliance with the provisions of this Declaration and the restrictions on the Property.

(C) The right of the Association to establish uniform Rules and Regulations pertaining to the use of the Lots and Common Areas.

(D) The right of the Association to establish uniform Rules and Regulations pertaining to the Lots and Homes for the purposes of enhancing the aesthetic uniformity of the IslandWalk.

(E) The right of the Association in accordance with its Articles, Bylaws, and this Declaration, with the vote or written assent required by Section III(G) of the Articles, to borrow money for the purpose of operating the Association, as well as repairing, replacing and/or improving the Association Property and facilities thereon, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners.

(F) The right of the Association to dedicate, release, alienate, or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication, release, alienation, or transfer shall be effective unless Members entitled to cast two-thirds (2/3) of the total voting interests agree to such dedication, release, alienation or transfer.

(G) The right of the Association to grant easements, rights-of-way or strips of land, where necessary, for utilities, sewer facilities, cable television, and other services over the Property without vote of the Owners; provided, however, any such grant of easement shall not unreasonably interfere with the use of Common Areas by the Members.

(H) The right of the Association, by action of the Board, to reconstruct, replace, or refinish any Improvement or portion of the Common Area and authorizing the Board to exercise discretion with respect to design, style and finishes.

(I) The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs, and ground cover upon any portion of the Property.

(J) The easements provided elsewhere in this Declaration which are the perpetual maintenance obligation of the Association.

(K) The right of the Association to provide for the maintenance, preservation and architectural control of Homes and other properties as set forth in this Declaration.

(L) The right of the Association to take such steps as are reasonably necessary to protect the Property against foreclosure.

(M) The right of the Association to suspend:

(i) the right of an Owner to use the Common Areas for any period during which an Assessment or any Charge against such Owner's Lot remains delinquent; and

(ii) the enjoyment rights of any Owner to use the Common Areas or other privilege or amenity for a reasonable period due to a violation of the Governing Documents.

(N) The right of the Board to post motor vehicle speed limits throughout IslandWalk, to enter into agreements with local government traffic enforcement agencies or jurisdictions to enforce traffic laws and to promulgate traffic regulations for the common roads. The Board may also promulgate procedures for the enforcement of the traffic regulations, including, without limitation, the assessment of fines, against Owners who violate the traffic regulations and against Owners whose family members, guests, invitees, licensees, employees, or agents violate the traffic regulations. The fines will be levied as a Charge upon the Owner who violates the traffic regulation or upon the Owners whose family members, guests, invitees, licensees, employees, or agents violate the traffic regulations.

(O) The right of the Association to make and collect Assessments against Members to defray Association costs and expenses.

(P) The right of the Association to employ personnel for reasonable compensation to perform the services required for proper operation and administration of IslandWalk.

(Q) The right of the Association to enforce by legal means the provisions of this Declaration, the Articles, Bylaws, and the Rules and Regulations for the use of the Property as same may be promulgated, modified, or amended from time to time by the Association.

(R) The right of the Association to pay taxes and assessments which are liens against any part of the Property.

(S) The right of the Association to pay the cost of all power, water, sewer, waste collection and other utility services rendered to the IslandWalk and not billed to the Owners.

(T) The right of the Association to enter any Lot at a reasonable time and upon reasonable notice to make emergency repairs, to avoid waste, or to do such other work as may be reasonably necessary for the proper protection, preservation or maintenance of IslandWalk.

(U) The Owners' easements of enjoyment shall be subject to easements, hereby reserved over, through and underneath the Property, and the Homes for present and future utility services to the IslandWalk, including, but not limited to, easements for water pipes, sanitary sewer pipes, drainage pipes, irrigation pipes, electric lines, telephone lines, data lines, cable television lines, and other services.

(V) Sidewalks or bicycle/pedestrian paths are subject to an easement for use by all Owners of property within IslandWalk, their guests, licensees and invitees.

(W). In case of any emergency originating in, or threatening the IslandWalk or any Home, regardless of whether the Owner is present at the time of such emergency, the Board, or any other Person authorized by the Board, or the management agent under a management agreement, shall have the right to enter the property or such Home, for the purpose of remedying, or abating, the cause of such emergency, and such right of entry shall be immediate.

(X) The easements, dedications and restrictions contained on any Plat, or filed separately, with respect to all or any portion of the IslandWalk.

(Y) The right of the Association, acting on behalf of the Owners, to bid on a Home and/or Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey same.

4.3 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, such Owner's right of enjoyment to the Property to the members of such Owner's Family, or to the lessees who reside in such Owner's Home, subject to all Rules and Regulations.

4.4 Recognition of Existing Easements. Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Property.

4.5 Grant and Reservation of Easements. There exists the following perpetual, nonexclusive easements over and across the Property as covenants running with the Property for the benefit of the Owners and the Association as hereinafter specified for the following purposes:

(A) Utility and Services Easements. All of the IslandWalk shall be subject to an easement or easements to provide for: (a) installation, service, repair and maintenance of the equipment required to provide utility services to the Property and the Homes, including, but not limited to, power, lights, telephone, cable television, gas, water, sewer and drainage, and (b) governmental services, including, but not limited to, police, fire, health, sanitation and other public service personnel, including reasonable rights of access for persons and equipment necessary for such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

The Association has access and maintenance easements upon, over, across, and under all of the Property as reasonably necessary to replace, repair, maintain roads, bicycle/pedestrian paths, walkways, sidewalks, lakes, wetlands, stormwater management 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 within Common Areas and within easements designated for such purposes on recorded plats or other recorded documents governing the Property. The exercise of this easement shall not unreasonably interfere with the use of any Home, and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

(B) Easement for Encroachment. All of the Property shall be subject to an easement or easements for encroachment in favor of each Owner or the Association in the event any portion of such Owner's Home or appurtenant Improvements or Improvements on the Property originally installed by the declarant which now or hereafter encroaches upon any other Lot or the Common Areas as a result of minor inaccuracies in survey or construction, by design, or due to settlement or movement. Such encroaching Improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the

maintenance and use of the encroaching Improvements in favor of the Owner thereof or such Owner's designees; provided, however, that at no time shall there be any encroachment onto the surface water management system, without the consent of the SWFWMD. In no event shall an easement for encroachment exist if such encroachment occurred due to the willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, or the Association after the original conveyance to the first Owner other than the developer.

(C) Easement to Enter Upon Lots. An easement or easements for ingress and egress in favor of the Association, including the Board or the designees of the Board, to enter upon the Lots for the purposes of fulfilling its/their duties and responsibilities of ownership, maintenance and/or repair in accordance with the Governing Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Common Areas and to maintain any Home in the event the Owner thereof fails to do so.

(D) Easement Over Common Areas. An easement of enjoyment in favor of all Owners, their family members, guests, invitees and lessees in and to the Common Areas which shall be appurtenant to and shall pass with title to every Lot, subject to the right of the Association to grant permits, licenses and easements over the Common Area for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property and all provisions in the Governing Documents.

(E) Structural Cross Easements. Cross easements of support and use over, upon, across, under, through and into the common structural elements are hereby granted in favor of the Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Homes and common structural elements within any portion of the Property.

(F) Drainage and Irrigation Easement. An easement for drainage, flowage and irrigation over, under and upon the Property, including each of the Lots, in favor of the Association, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the water stormwater management system, flowage pipes and irrigation pipes.

(G) Stormwater Management System Encroachment Easement. An easement for encroachment over, under and upon the drainage easements located within the Lots, in favor of (i) the Owner of the Lot upon which the drainage easement is located for the existence of any driveway and/or sidewalk or irrigation system or part thereof, and (ii) the Association for reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair any driveway and/or sidewalk, or irrigation system or part thereof installed or located thereon. In the event the Association requires access to any stormwater management system improvements within a drainage easement located within a Lot upon which any such driveway and/or sidewalk or irrigation system encroaches, the Association has the obligation, at its own cost and expense, to remove and replace any such encroachment, and to return it to its condition immediately preceding such removal and replacement once access to the drainage easement is no longer required.

4.6 Assignment. The easements reserved hereunder may be assigned by the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility. The Owners hereby authorize the Association to execute, on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon IslandWalk or portions thereof in accordance with this Declaration.

5. MAINTENANCE.

5.1 Association Maintenance.

(A) The Association, at its expense, shall be responsible for the reasonable maintenance, repair and replacement of all of the Improvements and facilities located upon the Common Areas. Should any incidental damage be caused to any Home by virtue of any work which may be performed or caused to be performed by the Association in the maintenance, repair or replacement of any Common Area, the Association shall, at its expense, repair such incidental damage to its condition immediately prior to the damage. The Association shall not, however, be responsible for any incidental damage to a portion of any Lot, Home or Improvement located within a platted easement, or for any loss of use, any hardship, an Owner's time or any other consequential or punitive damages.

(B) The Association shall operate, maintain and repair the lawn, and a landscape irrigation system constructed over, through and upon the Common Areas and the Lots as it shall deem appropriate. The Association shall be responsible for the costs of operation and maintenance of such irrigation system, including any monthly fees and other costs of water usage and the cost of repair or replacement to all or any part thereof. There is hereby reserved in favor of the Association the right to enter upon the Common Areas and any and all Lots for the purpose of operating, maintaining, repairing and replacing a landscape irrigation system over, through and upon the Association Property and the Lots.

The Association shall operate, maintain and repair the stormwater management system constructed over, through and upon the IslandWalk. There is hereby reserved in favor of the Association the right to enter upon the Common Areas and the Lots for the purpose of operating, maintaining, repairing, and replacing the Stormwater Management System, through and upon IslandWalk. The Association shall be responsible for all costs associated with all cleaning, maintenance, repairs and replacement of any portion of the Stormwater Management System and dry retention area necessary to maintain the system in its original condition and use.

(C) The Association shall maintain and care for all landscaping and grassed areas encompassed within each Lot and the Association Property. "Maintenance and care" within the meaning of this Subsection (C) shall include irrigating, fertilizing, spraying and trimming of landscaping and grassed areas; provided, however, the Association shall be entitled to conduct selective thinning to maintain a harmonious environment. The Board may, but shall not be

required to, assume the obligation to repair and/or replace landscaping in IslandWalk and which may differ between landscaping improvements originally installed during construction of the Lot and Home versus landscaping improvements installed by the current or prior Owner. If the Board has not assumed such obligation to repair and replace, Owners shall be responsible to repair and replace landscaping on the Lot not assumed by the Association. Maintenance and care shall not include the trimming of any roots on Lots.

(D) The Association shall be responsible for the maintenance, repair and replacement of all roads and common parking areas located upon the Common Areas and there is hereby reserved in favor of the Association the right to enter upon the Common Areas and Lots for such purpose. To the extent permitted by the appropriate governmental authority, the Association shall have the right, but shall not be obligated, to also provide maintenance of all city, county, district or municipal properties which are located in a reasonable proximity of the Property to the extent that their deterioration or unkempt appearance would adversely affect the appearance of IslandWalk, including the right to enhance the landscaping in any public right of way.

(E) The Association shall be responsible for the maintenance, repair and replacement of any common lighting located in IslandWalk; provided, however, the Association shall not be responsible for the maintenance, repair and replacement of any lighting provided by the municipal electric service or lighting located within property dedicated to the County as public roads on any IslandWalk plat.

(F) The Association shall be responsible for maintenance and repair of the common mailboxes.

(G) The Association is responsible for any maintenance, service, repair and replacement of storm water Stormwater Management System and facilities located within IslandWalk in accordance with platted drainage easement(s) (i.e., those certain drainage easements, if any, set forth in a plat). The Association hereby assumes and agrees to be responsible for the Stormwater Management System and all drainage easement(s). All costs associated with such obligations under the drainage easement(s) are Common Expenses.

(H) All expenses incurred by the Association in connection with the services and maintenance described in this Section 5.1 are Common Expenses, except expenses to Buildings containing Attached Homes and Quads are payable by each Owner of an Attached Home or Quad under the provisions of this Declaration.

(I) The Association shall be responsible for all costs associated with all cleaning, maintenance, repair and replacement of any portion of Perimeter Walls and Barrier Walls except as provided below in Section 5.3(F). In the event any damage or destruction to a Perimeter Wall or Barrier Wall is caused solely by the unintentional or willful misconduct of an Owner, lessee, guests, licensees, invitees, any expense incidental to the repair reconstruction of such wall shall be borne by the Owner. If the Owner refuses or fails to pay the cost of such repair or reconstruction,

the Association shall have the right to assess said Owner for the costs of such repair and reconstruction as a Charge.

5.2 Material Alterations By Association. The Association, by action of its Board, may make minor and insubstantial alterations and Improvements to the Common Areas and/or the Building which contain Attached Homes having a cost not in excess of one percent (1%) of the Association's annual budget. All other alterations and Improvements must first be approved by at least a majority of Owners represented in person or by proxy at a meeting called and held in accordance with the Bylaws. No alteration or Improvement may be made to the Common Areas and/or Building which contain Attached Homes which materially and adversely affects the rights of the Owner of any Home to the enjoyment of his Home or the Common Areas unless the Owner and all mortgagees holding recorded mortgages on such Home consent thereto in writing.

The Board may, without obtaining approval from the Members, perform structural, electrical, and technological improvements, repairs, or replacements to the Common Areas that are (1) deemed essential to maintain the safety, habitability, and proper functioning of the Common Areas; (2) required to prevent further damage or deterioration of the Common Areas; or (3) the installation or upgrading of technology or equipment that enhances the safety, security, efficiency, or sustainability of the Common Areas, provided that such technological improvements do not materially alter the intended use of the Common Area.

5.3 Owner Maintenance

(A) The Owner of each Home must keep and maintain his or her Home and the Improvements thereon, including the Common Structural Elements therein, if any, which are not maintained by the Association pursuant to this Article 5, including equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within his or her Home, including the Common Structural Elements therein, if any, which, if omitted, would adversely affect IslandWalk, the other Owners or the Association and its Members; however, notwithstanding the foregoing, the Board, in its reasonable discretion, shall have the power and authority to require the Association, rather than the Owners of each Home, to keep and maintain each Home, and the Improvements thereon, including the Common Structural Elements therein and including equipment and appurtenances, in good order, condition, and repair, and to perform all maintenance and repair work within each Home, including the drywalls within the Homes, in which case the maintenance provisions with respect to Common Areas would apply. The Owner of each Home shall be responsible for any damages caused by a failure to so maintain such Home and Common Structural Elements, if any. The Owners' responsibility for maintenance, repair and replacement shall include, but not be limited to, the driveway accessing each Home all the way to the paved edge of the street, the caulking and maintenance of the doors and windows (including glass and frame) of the Home, and the exterior surface of such doors and windows shall at all times be maintained in a good and serviceable condition with no damage or other defect therein by the Owner. The Owner of a Home further agrees that in the event he or she damages any portion of the central irrigation system located upon his or her Lot, the Owner shall be

responsible for repairing said damage. The Owner of a Home further agrees to pay for all utilities, such as telephone, cable television, water (including water associated with irrigation), sewer, sanitation, electric, etc., that may be separately billed or charged to his or her Home. The Owner of each Home shall be responsible for insect and pest control within the Home. Whenever the maintenance, repair and replacement of any items which an Owner is obligated to maintain, repair or replace at his/her own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association or by the Owner, the proceeds of the insurance received shall be payable to and used by the Association for the purpose of making such maintenance, repair or replacement, except that the Owner shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or otherwise, reduce the amount of the insurance proceeds applicable to or available for such maintenance, repair or replacement.

In addition to the foregoing, the Owner of each Home shall be required to maintain appropriate climate control, keep his or her Home clean, and take necessary measures to retard and prevent mold from accumulating in the Home. Each Owner of a Home shall be responsible for damage to his or her Home and personal property as well as any injury to the Owner of a Home and/or occupants of the Home resulting from the Owner's failure to comply with these terms. Each Owner of a Home shall be responsible for the repair and remediation of all damages to the Home caused by mold.

(B) The Owner of each Home shall keep the sidewalk located on, or adjacent to, his or her Lot clean and free from mold, and any impediments to pedestrian traffic.

(C) The Owner of each Home shall be responsible for the painting of the exterior surface of the garage doors, with prior Association approval if the Owner wishes to change the color of the garage doors, and for the maintenance, repair and replacement of any mechanisms associated with the garages located within his or her Home.

(D) The Owner of each Home shall wash all windows located within his or her Home.

(E) The Owner of each Home shall be responsible for maintaining in good condition and repair the balconies, if any, of his or her home, as well as any sliding doors or screens adjacent to or part of the balcony ("Balcony"), if any. In the event a repair related to the construction of the Balcony is required, the Owner of each Home shall be responsible for such repair. If the Owner of the Home installs a covering on the surface of the Balcony, such as but not limited to tile, then the covering shall remain the personal property of such Owner. No Owner may install a covering on the surface of the Balcony which will effect the slope or drainage of a Balcony. The Owner of each Home shall be responsible for any painting of the exterior walls of the Balcony unless the Board determines that the Association shall assume this responsibility.

(F) The Owner of each Home shall be responsible for cleaning and maintenance (but not the repair or replacement) of any portion of Barrier Walls on the Owners' Lot (specifically, said Barrier Walls to be cleaned and maintained by Owners are located on DiMarco, Erice, Attaviano and Huerta Streets as identified by the Board). In the event Owners sharing a Barrier Wall disagree concerning the maintenance of their Barrier Wall, the Barrier Wall shall be considered a Common Structural Element for purposes of this Section and any disagreement shall

be resolved pursuant to the dispute resolution procedures set forth in Section 5.5(E) below.

(G) If a failure to comply with the provisions of this Section 2 relates to the Owner's obligation to maintain the Home, landscaping or any other area required to be maintained by the Owner, then, in addition to the exercise of all other remedies, the Association shall have the right but not the obligation, upon ten (10) days written notice, to enter the property of the Owner for the purpose of performing the maintenance referred to, set forth and described in the notice. The determination of whether an Owner is failing to properly maintain and care for the property for which he or she has the maintenance responsibility shall be determined in the Association's sole discretion. Further, the Association shall be entitled, but not obligated, to perform such maintenance and care itself and to levy on the offending Owner a Charge equal to the cost of performing such maintenance plus a reasonable administrative fee and shall be collected as a Charge pursuant to this Declaration.

5.4 Specific Obligations Concerning Single Family Homes. The restrictions, covenants, and provisions set forth in this section shall apply to single family Homes, not to include Attached Homes or Quads, and may be modified, deleted, or supplemented by subsequent amendment. Each Owner shall at all times be responsible for the maintenance, costs, and care of the exterior surfaces in good condition and repair of his or her single-family Home. The phrase "exterior surfaces of the single-family Home" shall include, but not be limited to, attached walls, entry doors, garage doors, and roofing.

5.5 Specific Obligations Concerning Attached Homes. The restrictions, covenants, and provisions set forth herein shall apply to such Attached Homes, not to include Single Family Homes or Quads, and may be modified, deleted, or supplemented by subsequent amendment.

(A) Utility Easements. Each Owner of an Attached Home grants to all other Owners owning an Attached Home in the same Building a perpetual utility easement for water, sewer, power, telephone and other utility and service company lines and systems installed beneath or within the Attached Home.

Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines affecting all Homes within an Attached Home Building, and which are located beneath or within the Attached Home Building shall be shared equally by each of the Attached Home Owners in the Building affected; provided, however, that where the necessary access by authorized personnel of the utility or service company is required because of the intentional or negligent misuse of the utility or service company line or system by an Attached Home Owner, his lessee, licensee, invitee, 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 Areas shall be paid by the Association as a Common Expense.

(B) Use of Party Walls. The center line of a party wall is the common boundary of the adjoining Home. Each common wall in an Attached Home shall be a Party Wall, and any

party to said wall, his heirs, successors, and assigns shall have the right to use same jointly with the other party to said wall as herein set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete or other material forming said party wall.

(C) Exterior Surface Maintenance and Painting. Each Owner shall at all times be responsible for the maintenance, costs, and care of the exterior surfaces of his or her Attached Home. The phrase "exterior surfaces of the Attached Home" shall include, but not be limited to, the exterior walls, entry doors, garage doors, and shared roofing. Painting of an Attached Home must be done with the original paint code, or last paint code used for the Attached Home Building, and changing the color from the adjoining Attached Home is prohibited without the adjoining Attached Home Owner's permission, and approval by the ACC.

(D) Repair and Reconstruction After Casualty. If an Attached Home is damaged through an act of God or other casualty, the affected Owner shall promptly have his Home repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Attached Home and Building. In the event such damage or destruction of a Party Wall or shared roof is caused solely by the neglect or willful misconduct of an Attached Home Owner, any expense incidental to the repair or reconstruction of such wall or shared roof shall be borne solely by such wrongdoer. If the Attached Home Owner refuses or fails to pay the cost of such repair or reconstruction, the Association shall have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected Home and Building, and the Association shall thereafter have the right to specially assess said Attached Home Owner for the costs of such repair and re-construction.

(E) Dispute Resolution for Common Structural Elements. If the Owners cannot agree on the need to maintain, repair or replace any portion of the Common Structural Elements in an Attached Home Building, irrespective of whether the potential need is the result of normal wear and tear, casualty loss, or personal preference, including, without limitation, agreeing on the need to perform maintenance, repair or replacement, or the colors, cost, materials, contractors, scope of work, and/or timing of said work, the matter shall be submitted to arbitration upon the written request of any of the adjacent Owners of the Attached Homes. Arbitration shall take place within twenty (20) days of a written request and the arbitration hearing panel shall consist of three (3) members appointed by the Board. The arbitration hearing panel shall timely issue a written decision and the hearing panel decision shall be binding on the adjacent owners. Neither the arbitration hearing panel nor any member thereof, nor its duly authorized hearing panel representative, shall be liable to the Association or any owner or any other person or entity for any loss, damage, or injury arising out of or in any way connected with the performance or nonperformance of the hearing panel's duties hereunder, unless due to the willful misconduct or bad faith of a member, and only that member shall be liable therefore. The hearing panel shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval from the standpoint of structural safety or conformance with building, health, or other codes.

If the owner shall refuse to repair or reconstruct the Common Structural Element as required by the arbitration hearing panel, and to pay his or her share, the Association may have the Common Structural Element maintained, repaired or reconstructed as a Charge and shall be entitled to a lien on the Attached Home for the Owner so failing to pay his or her respective share, together with attorneys' fees and costs incurred by the Association and incident to collection in the same manner as a Charge. In the event maintenance, repairs or replacement shall be necessary, all necessary entries on the adjacent Lots including the Attached Homes shall not be deemed a trespass so long as the maintenance, repairs and replacement shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent Lots to effect necessary repairs and replacement.

(F) Easement for Common Structural Elements. Should the Common Structural Elements or a part thereof extend beyond the Lot, same shall not be deemed to violate the provisions of this Declaration and such easements as may be necessary to accommodate and permit the Common Structural Elements as same shall be constructed are hereby imposed.

5.6 Specific Obligations Concerning Quads. IslandWalk includes Attached Homes consisting of four dwellings (the "Quads"). For purposes of this Section 5.6, the term Quads shall be used to distinguish the maintenance responsibilities of the Association to such Homes. With respect to the Quads, the Association shall be responsible for:

(A) Painting of all exterior painted portions of the Quads, including any garage, garage door, exterior doors, shutters, and fascia.

(B) The Association shall levy a Special Assessment at the discretion of the Board for the repair and replacement of the Quad roofs (including roof materials and roof decking, but not roof trusses), including garage roofs. The Association shall not establish reserves for Quad units' roof repair and replacement. In the event Owners of Quad Units disagree concerning maintenance of the Quad roofs, such dispute shall be subject to the provisions of 5.5(E) above;

(C) pressure cleaning of roofs for all Quads; and

(D) Preventative termite protection service.

5.7 Right of Entry. Notwithstanding any other provision of the Governing Documents, the Association has a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of IslandWalk, or as otherwise authorized by the Declaration for curative maintenance.

5.8 Enforcement of Maintenance. If the Owner of a Lot fails to maintain his Lot as required above, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including but not limited to entering the Lot and remedying the violation, with or without consent of the Lot Owner but only

after ten (10) days written notice of intent to do so. The Association may repair, replace or maintain any item which constitutes a hazard to other property or residents, prevents the Association from fulfilling its maintenance responsibilities, or which has a materially adverse effect on the appearance of the Properties. Any expenses so incurred by the Association in addition to an administrative surcharge equal to 10% of such expense shall be billed directly to the Owner of the Lot to which such services are provided, and shall be an individual assessment charged against the Lot, secured by a lien against the Lot as provided in Section 3 above.

5.9 Negligence; Damage Caused by Condition in Lot. Each Lot Owner shall be liable for the expenses of any maintenance, repair or replacement of Common Areas, other Lots, and other Homes, or personal property made necessary by his act or negligence or by that of any member of his family or his guests, employees, agents, contractor, or lessees.

6. ARCHITECTURAL CONTROL TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE COMMUNITY.

6.1 Improvements Requiring Approval. No building, structure, enclosure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any structure, Home or Lot shall occur unless and until the plans, specifications and location of same shall have been submitted to, and approved in writing by, the Architectural Control Committee (hereinafter "ACC"). All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography. The ACC shall have forty five (45) days after delivery of all required information, plans and materials to approve or deny any such plan, and if not denied within such period, said plans shall be deemed approved unless within the same period the Board denies the plan in which case regardless of any action or inaction by the ACC the plan shall be deemed denied. All changes, alterations or modifications to an approved plan must also be approved pursuant according to these same requirements.

6.2 The ACC. The architectural review and control functions of the Association shall be administered and performed by the Architectural Control Committee (the ACC), which shall consist not less than three (3) nor more than seven (7) persons, who shall be Members. All members of the ACC shall be appointed by and shall serve at the pleasure of the Board. The Board can appoint all or some of the Directors to the ACC. A majority of the ACC shall constitute a quorum to transact business at any meeting of the ACC, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. Any vacancy occurring on the ACC because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board. The members of the ACC shall receive no compensation for services other than reimbursement for actual expenses approved in advance by the Board incurred by them in the performance of their duties hereunder. The ACC shall, with the prior approval of the Board, have the power to engage the services of professionals for compensation for purposes of aiding the ACC in carrying out its functions.

6.3 Powers and Duties. The ACC shall have the following powers and duties:

(A) To recommend, from time to time, to the Board the creation or modification and/or amendments to the Architectural Planning Criteria. Any Architectural Planning Criteria or modifications or amendments thereto shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board at a meeting duly called and noticed and at which a quorum is present. Notice of the adoption, modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such adoption, change or modification, shall be delivered to each member of the Association. However, receipt of notice of a Board meeting concerning the Architectural Planning Criteria or a copy of any adoption of or modification or amendment to the Architectural Planning Criteria shall not affect the validity of such change or modification.

(B) To require submission to the ACC of one (1) complete set of all plans and specifications for any improvement, structure of any kind or any other work which in any way alters the exterior appearance of any structure, or Lot including without limitation, any building, well, swimming pool, enclosure, sewer, drain, disposal system, decorative building or landscape devise, object or other improvement, the construction or placement of which is proposed upon the Properties. The ACC may also require submission of samples of building materials proposed for use on or as part of any home, and may require such additional information as may reasonably be necessary to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

© To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, wall, screen enclosure, drain or disposal system, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon a Lot and/or Home, and which is visible from the outside of any home. Evidence of approval by the ACC may be made by a certificate, in recordable form, executed by the Chairman of the ACC.

(D) To adopt a procedure for inspecting approved changes during and after construction to insure conformity with approved plans. If it is determined by the ACC that the improvement or work is not in compliance with the approved plans and specifications, then upon written demand from the ACC the work shall be suspended until such time as the ACC authorizes the work to be recommenced.

© Notwithstanding anything to the contrary contained herein if an Owner is delinquent in the payment of Assessments, fines or other Charges or has failed to correct a violation of these covenants or the rules of the Association for which they have been given notice the approval of the ACC may be denied or withheld pending payment of the Assessments, fines or other Charges or correction of the violation.

6.4 Variances. The ACC may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural

obstructions, hardship, aesthetic or environmental which must be signed by at least two-thirds (2/3) members of the ACC and the Board liaison to the ACC, if any. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it serve to circumvent the provisions of Section 5.4© concerning dispute resolution for Common Structural Elements, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

6.5 Nonliability of ACC Members. Neither the ACC nor any member thereof, nor its duly authorized representative, shall be liable to the Association or any Owner or any other person or entity for any loss, damage, or injury arising out of or in any way connected with the performance or nonperformance of the ACC's duties hereunder, unless due to the willful misconduct or bad faith of a member, and only that member shall be liable. The ACC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration, or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to IslandWalk. The ACC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other code.

6.6 Compliance. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the ACC may be excluded from doing further work within the Property by the Association without liability to any person. Prior to exclusion of any contractor or subcontractor for violations of guidelines and procedures promulgated by the ACC, the contractor or subcontractor shall have the right to the notice and hearing procedures adopted by the Association for this purpose.

7. SURFACE WATER DRAINAGE AND MANAGEMENT SYSTEM. IslandWalk includes drainage canals, lakes and drainage retention/detention ponds within the geographic area shown on IslandWalk's plats. These drainage structures are part of the overall drainage plan for IslandWalk. The Association shall have unobstructed ingress to and egress from all retention/detention ponds and lakes at all reasonable times to maintain said ponds, lakes and conservation easements in a manner consistent with its responsibilities. No Owner shall cause or permit any interference with such access and maintenance. No Owner shall utilize, in any way, any of the IslandWalk drainage facilities without the Association's express prior written consent. Further, where an Owner's Lot is contiguous to any of the drainage facilities of IslandWalk, such Owner shall keep his or her Lot so that the utilization of such Owner's Lot will not adversely affect the drainage facilities and structures and so as to be aesthetically compatible with such drainage facilities and structures.

The Association shall maintain, as part of the Common Areas, drainage structures for IslandWalk, Preservation Areas, Conservation Areas and other environmentally significant Common Areas, and comply with conditions of the permit from the Southwest Florida Water Management District ("SWFWMD") (a copy of such permit is Attached to the original Declaration as Exhibit "E"), Department of Environmental Protection, and U.S. Army Corps of Engineers for the Stormwater Management System, Preservation Areas, Conservation Areas, or other environmentally significant Association Property, including, without limitation, perpetual maintenance of all signage required by the permit. All such areas shall be defined, identified, and described as such on all Plats of IslandWalk, or may be granted by separate easements recorded in the County's public records. No Owner shall (i) undertake or perform any activity in preserved wetlands, upland buffers to wetlands, archeological sites, and wetland compensation areas with the Preservation Areas and Conservation Areas described in all approved permits and Plats of IslandWalk, or (ii) remove native non-nuisance vegetation that becomes established within the wet detention ponds, without prior written consent of the Board of Directors of the Association, 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. The Association shall, when requested by Declarant, accept transfer of SWFWMD permits applicable to the IslandWalk at the West Villages. The conditions of SWFWMD permits include monitoring and record keeping schedules and maintenance.

Within any Preservation Area or any wet detention pond (as such ponds are designated by the SWFWMD), no Member 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 SWFWMD, Venice Permitting Office.

Water quality data for the water discharged from the IslandWalk at the West Villages or into the surface waters of the state shall be submitted to SWFWMD as required. Parameters to be monitored may include those listed in Chapter 17-3 of the Florida Administrative Code. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by American Public Health Association of Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the Association shall provide data as required on volume of water discharged, including total volume discharged during the days of sampling and total monthly discharge from the IslandWalk at the West Villages or into surface waters of the state.

The Association agrees to operate and maintain the system and has sufficient ownership so that it has control over all water management facilities authorized.

The Association shall hold and save SWFWMD harmless from any and all damages, claims, or

liabilities which may arise by reason of the operation, maintenance or use of any facility authorized by the permit.

The Association shall at all times properly operate and maintain the systems of treatment and control (and related appurtenances) that are installed or used to achieve compliance with conditions of the permit, as required by SWFWMD. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by SWFWMD rules.

In the event the Association, or any successor organization, shall fail to adequately maintain the Stormwater Management System in accordance with the City of Northport ("City") standards, the City shall have the right, but not the obligation, to enter the Property for the purpose of maintaining the Stormwater Management System. All expenses incurred by the City in maintaining the Stormwater Management System shall be assessed pro rata against the Lots and shall be payable by the Owners of the Lots within 60 days after receipt of a statement therefor. If any Owner fails to pay such assessment within such 60-day period, the assessment shall become a lien on such Owner's Lot which may be foreclosed by the City. The rights of the City contained in this restriction shall be in addition to any other rights the City may have in regulating the operation and development of the Property.

The Association specifically agrees to allow authorized SWFWMD personnel, upon presentation of credentials or other documents as may be required by law, access to the IslandWalk at the West Villages, at reasonable times, where the permitted activity is located or conducted; for the purposes of inspection and testing to determine compliance with the permit and SWFWMD regulations, such as:

- (A) Having access to and copying any records that must be kept under the conditions of the permit; and
- (B) Inspecting the facility, equipment, practices, or operations regulated or required under the permit; and
- (C) Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the permit or SWFWMD rules; and
- (D) Gathering of data and information.

Reasonable time may depend on the nature of the concern being investigated.

Establishment and survival of littoral areas provided for storm water quality treatment in wet detention systems shall be assured by proper and continuing maintenance procedures designed to promote viable wetlands plant growth of natural diversity and character. Following as-built approval, perpetual maintenance shall be provided for the permitted system.

The Association shall submit inspection reports, if required by the SWFWMD, in the form required by SWFWMD, in accordance with the permit application.

In the event of casualty, it shall be the responsibility of each Owner within the IslandWalk at the time of reconstruction of a building, residence, or structure, to comply with the construction plans for the Surface Water Management System pursuant to Chapter 40D-4, F.A.C., approved and on file with SWFWMD.

Owners are hereby notified that certain Lots may include, or be adjacent to wet detention ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements. It is the Owner's responsibility not to remove native vegetation (including cattails) that becomes established within the wet detention ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements abutting the Owner's Lot. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners should address any question regarding authorized activities within the wet detention ponds, jurisdictional wetlands, designated mitigation areas or designated conservation easements to SWFWMD, Sarasota Service Office, Surface Water Permitting Department Regulation Manager and Sarasota County's Resource Protection Office. SWFWMD and Sarasota County Resource Protection may authorize removal of certain exotic or nuisance vegetation upon application by Owners or the Association. No Owner of a Lot within the IslandWalk at the West Villages 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, wet detention ponds, jurisdictional wetlands, designated mitigation areas or designated drainage or conservation easements described in the approved permit and recorded Plats of the Total Lands, unless prior approval is received from SWFWMD, Sarasota Regulation Department, pursuant to Chapter 40D-4, Florida Administrative Code and Sarasota County's Resource Protection Office.

Each Owner of a Lot within the IslandWalk at the time of construction, and with the Committee's approval of construction, of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the SWFWMD.

In the event of the termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water and Storm Water Management System must be transferred to and accepted by an entity which would comply with Section 12.3.3(c)(6) of the Environmental Resource Permit Applicant's Handbook Volume I of the Florida Department of Environmental Protection, and be approved by SWFWMD prior to such termination, dissolution or liquidation.

It is expected that certain portions of the Surface Water and Storm Water Management System will serve the drainage needs of adjacent lands not owned by Declarant and not within the property subject to this Declaration. Declarant reserves the right to grant such drainage and/or use easements and rights as Declarant may deem necessary or appropriate for accomplishing the drainage needs of the Total Lands and/or lands owned by others provided that such agreements shall not unreasonably interfere with the use of the system by the Owners or unreasonably increase the cost of maintenance of the system by the Association.

The Surface Water and Storm Water Management System is designed to provide drainage for the Total Lands. Neither the Association nor Declarant shall have any liability whatsoever to any Owner for claims or damages alleged by an Owner due to water levels in the Lakes being below or above normal or otherwise unacceptable to the Owner. Recreational use and aesthetic appearance of the Lakes is secondary to their intended drainage function, and during periods of prolonged drought or other unusual weather events water levels in the Lakes may fluctuate, and neither the Association nor Declarant shall have any liability for such conditions.

Any Amendments to the Declaration relating to the Stormwater Drainage Management System must have the prior written approval of the County Engineer or his designee. Any revisions of the Storm Water Management System must have the prior approval of the County Engineer or his designee.

7.1 Lake. The lake legally described in the Quit Claim Deed from DiVosta Homes, L.P. to the Association recorded in Instrument #2021227082, Public Records of Sarasota County, Florida ("Lake") is subjected to this Declaration as Association Property and Committed Lands, as such terms are defined in Article I, Sections 6 and 9 of this Declaration. The Lake is also considered "Common Area", as such term is defined in Section 720.301(2), Fla. Stat. and "Common Elements", as such term is defined in Section 193.0235, Fla. Stat. and is dedicated as a portion of the Stormwater Management System to the Association, its successors and assigns, for the exclusive benefit of Lot Owners within all subdivisions located in IslandWalk at the West Villages and their tenants, guests, licensees, invitees (but not members of the general public), utilities serving all subdivisions located in IslandWalk at the West Villages and other persons providing essential services to all subdivisions located in IslandWalk at the West Village, forever.

8. USE RESTRICTIONS. The following rules and standards apply to all persons and shall be enforced by the Association.

8.1 Home. Each home shall be occupied by only one family at any time. Each home shall be used as a home and for no other purpose. However, "no impact" or "low impact" home based business in and from a home are allowed. Such uses are expressly declared customarily incident to residential use. Examples of businesses which are prohibited and are considered "impact" businesses are businesses or commercial activity or ventures that create customer traffic to and from the Home, create noise audible from outside the Home, or generate fumes or odors noticeable outside the Home, including but not limited to, a Home day care, beauty salon/barber, and animal breeding/grooming. Signs and other advertising material visible from the street are prohibited.

8.2 Nuisances. No obnoxious or offensive activity shall be carried on or about the Lots or in or about any Improvements, Homes, or on any portion of IslandWalk nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Homes or Common Areas which is a source of annoyance to Owners or occupants of Homes or which interferes with the peaceful possession or proper use of the Homes or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements, Homes or Lots. In the event there is a question as to whether an

activity or condition constitutes a nuisance, the Board's reasonable determination shall be conclusive.

8.3 Parking and Vehicular Restrictions. Vehicles shall be parked only in the garages or in the driveways serving the Homes or Lots or in the appropriate spaces or designated areas in which parking may be assigned, and then subject to the reasonable Rules adopted by the Board. Vehicles shall not be parked overnight on roads or swales. All recreational vehicles, LSV's (low speed vehicles), utility trailers, boats, watercraft, boat trailers, or any vehicles over eighty (80) inches in height shall be parked entirely within the garage of the Home and shall not be parked on any part of IslandWalk, on any driveway serving any Lot or Home, or on any designated parking space within IslandWalk except:

(1) Recreational vehicles commonly called RVs: For purposes of these Governing Documents, the term Recreational Vehicle or RV is defined as a motor vehicle or trailer which includes living quarters designed for accommodation. Resident, or lessee owned or leased RVs shall register the RV with the IslandWalk prior to entry into IslandWalk. RVs are further defined to include, without limitation, motor homes, motor coaches, campervans, caravans (also known as travel trailers and camper trailers), fifth-wheel trailers, popup campers and truck campers.

(2) U-Haul style trucks and trailers, vans, or trucks delivering goods or furnishing services temporarily during daylight hours and upon such portions of Islandwalk.

(3) Resident or lessee owned or leased RVs may be parked at the curb directly in front of the applicable Home for the purposes of loading/unloading the RV in preparation of, or from use, during daylight hours only, provided however that the RV is registered with the IslandWalk.

(i) Successive day RV curb parking is prohibited.

(ii) No non-resident or non-lessee owned or leased RV is allowed in IslandWalk at any time.

(4) The Board is authorized to adopt supplemental Rules and Regulations concerning the use, storage and operation of electric bicycles, scooters, electric scooters, mopeds, and other vehicles deemed similar by the Board.

The Association shall have the right to authorize the towing away of any vehicles in violation of this Section with the costs and fees, including attorneys' fees, if any, to be borne by the vehicle owner or violator.

Vehicle repairs other than those that can be performed within the confines of a Home's garage are not allowed and are deemed by the Board to constitute a nuisance. No garage shall be used as a living area.

8.4 No Improper Use. No improper, offensive, hazardous or unlawful use shall be made of any Home nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the IslandWalk. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover relating to any Home shall be corrected by, and at the sole expense of, the Owner of the Home.

8.5 Animals and Pets. No animals shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept on the Lot, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board. No Owner shall be permitted to maintain on his or her Lot any dog or dogs of mean or of violent temperament or otherwise evidencing such temperament. The ability to keep animals is a privilege, not a right, and the Board is empowered to fine an Owner and/or order and enforce the removal of any animal that becomes a source of unreasonable annoyance or a danger to the health, safety and welfare to other residents. Except for Common Areas designated by the Association for dog park and similar purposes, any pet must be temporarily caged, carried or kept on a leash when outside of a Home. No pet shall be kept tied outside a Home, or on any balcony or patio, unless someone is present in the Home. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Board, if any, provided this statement shall not require the Board to designate any such area. An Owner shall immediately pick up and remove any solid animal waste deposited by his or her pet. The Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the IslandWalk. If a dog or any other animal becomes obnoxious to other Owners by barking or otherwise, the Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Owner, upon written notice by the Association, will be required to permanently remove the animal from the IslandWalk at the West Villages. The Association shall not enter a Lot or Home for purposes of determining compliance with the provisions herein to keep reasonable numbers of pets. The Association may promulgate additional and supplemental Rules from time to time designating other rules as necessary to regulate pets, which may include different rules for tenants.

8.6 Additions and Alterations. No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his or her Home or balcony, patio, screened enclosure, or lanai, if applicable, including, without limitation, the painting, staining, or varnishing of the exterior walls of the Home, also including doors, garage doors, patios, balconies, driveways and walkways, without the prior written approval of the ACC, as hereinbelow defined, which approval may be withheld for purely aesthetic reasons, and all applicable governmental entities. For purposes of this section, the area encompassing a lanai or patio, including but not be limited to; all walls, screening and pavers, is considered to be exterior.

8.7 Increase in Insurance Rates. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies

covering or with respect to any portion of the IslandWalk not owned by such Owner.

8.8 Slopes and Tree Planting and Removal. No Owner may engage in any activity which will change the slope or drainage of a Lot. No additional trees or other landscaping are permitted to be planted on the IslandWalk without the prior written consent of ACC. No tree shall be removed, without the Association's approval and, also, the issuance of a permit to do so by local and/or State governing authorities.

8.9 Signs. No sign, banner, display poster or advertising device of any kind or nature whatsoever, specifically including, but not limited to political signs, political flags, or materials, regardless whether temporary or permanent in nature may be displayed in public view in, on or about any portion of any building or improvement, residential or otherwise, or in any yard or other grounds, or in, on, or about any vehicle, including but not limited to golf cart, and LSV style vehicles. Notwithstanding the above, home security notification signs, such as, but in manner to be limited to, home security system signs displayed for the purpose of alerting potential intruders to the presence of such a system are allowed subject to the condition they be placed within Association maintained mulched areas and, in such manner as to not interfere with lawn care or established walkways. In the event of a dispute as to whether a sign, banner, display poster or advertising device of any kind or nature whatsoever as defined above constitutes a prohibited sign, the Board's reasonable discretion shall be binding.

8.10 Flags. Any Owner may display up to two (2) of the following portable, removable flags, in a respectful manner and not larger than 4 ½ feet by 6 feet: official and unaltered United States flag, the State of Florida flag, the United States Army, Navy, Air Force, Marine Corps, Coast Guard, POW-MIA, or first responder flag as defined by Florida Statutes section 720.304, as amended. No more than two (2) of the enumerated flags shall be displayed at one time, provided however that one of the flags being displayed is an official, unaltered United States flag and further provided that any additional flag being displayed must be equal in size or smaller than the United States flag. (See: sec. 720.304(2)(a)) Display of Flag: In all matters related to flags and related accessories, the Owner shall contact the HOA and ACC and obtain Association approval, as applicable, and for latest instructions and requirements from local, state and Federal government prior to display.

8.11 Flag Poles. Any Owner may erect a freestanding flagpole no greater than 20 feet in height, if the flagpole does not obstruct sightlines at intersections and is not erected within or on an easement, in accordance with Florida Statutes Chapter 720, however, subject to all building codes, zoning setbacks and other applicable governmental regulations. The Owner is required to adhere to the requirements per Florida Statutes, obtain ACC approval, as applicable, and the Owner will be subject to any and all remedial actions allowed by the city of North Port, and the Governing Documents.

8.12 Trash and Other Materials. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the Lots and/or Common Area, or other portions of the IslandWalk, except in sanitary containers, Association contracted services containers, Owner owned waste

barrel, and/or commercially made yard bags located stored only in the garage of each Home or dumpsters designated for such purpose. No offensive odor shall be permitted to arise from the containers, barrels, or bags so as to render the IslandWalk or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. No signs, stickers, decals, temporary or otherwise, or defacing of the containers, barrels or bags shall be attached in any matter to the containers, barrels, or bags. Barrel and bag usage are to follow the same schedule regarding trash containers found immediately below in this section. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of IslandWalk. Trash shall be placed in front of each Home or in designated dumpsters no earlier than 5:00 p.m. the night before pick-up and containers, barrels, and bags shall be removed no later than midnight on the day of pick-up.

8.13 Temporary Structures. No tent, shack, storage pod, shed or other temporary building or Improvement, other than by the Association in the performance of its business or as authorized by the Association in writing, shall be placed upon any portion of the IslandWalk, either temporarily or permanently. The Association, after review of Owner's request, may issue permission for a temporary, not to exceed a twenty-four (24) hour period, small "pop-up" style canopy use within the Lot. No trailer, motor home or recreational vehicle shall be used as a residence, either temporarily or permanently.

8.14 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, boring or mining operations of any kind shall be permitted upon or on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

8.15 Sewage Disposal. No individual sewage disposal system shall be permitted on any of IslandWalk, provided that a central sewage disposal system is being operated in accordance with the requirements of the governmental regulatory body having jurisdiction over said central system.

8.16 Water Supply. No individual water supply system shall be permitted on any of the IslandWalk, provided that a central water supply system is being operated in accordance with requirements of the governmental body having jurisdiction over said central system.

8.17 Artificial and Natural Landscaping / Sculptures and Decorative Items. Any landscaping materials including but not limited to artificial vegetation, exterior sculptures or non-seasonal decorative items planted or placed upon any Lot by the Owner shall be strictly limited as to number or quantity. The ACC may adopt a policy of permitting a specific number of non-seasonal decorations on the Lot without approval and provided the non-seasonal decorations otherwise comply with guidelines adopted by the ACC. Otherwise, all other artificial and natural landscaping and decorative items under this Section must be approved in writing by the ACC as to both the number of such items placed and the placement of such items before installation or planting of same. Once such written approval has been secured, any such items shall be promptly

planted or placed and shall be maintained as the sole responsibility of the Owner in such a manner as to not become unsightly to an objective observer. It is the intent of the Association that artificial decorative materials shall be strictly limited in number.

Notwithstanding the above, any Owner may temporarily display “appropriate” and “respectful” exterior seasonal decorations from November 20 through January 10 only and in accordance with supplemental Architectural Planning Criteria adopted by the ACC from time to time.

Notwithstanding that an Owner has obtained the approval of the ACC to install landscape materials, as provided hereinabove, such installation shall be at the Owner's sole risk. In the event any construction activity on an adjacent Lot causes damage to or destruction of such Owner's landscape materials or any part thereof, the Owner on whose Lot the landscaping has been damaged shall be required, at the Owner's expense, to repair or replace such landscape materials in conformance with the requirements of the Association's approval of the initial installation of the landscape materials and the Association shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as construction on the adjacent Lot has been completed and shall be pursued with due diligence. For purposes of this paragraph, the term "landscape materials" shall include landscape materials located on or adjacent to any property line of a Lot, including, by way of example and not of limitation, hedges, shrubs and trees.

In addition, the installation of any landscaping placed upon any Lot is subject to easements which run with the land. In the event the grantee of any such easement which runs with the land (i.e., FPL), its successors and/or assigns, requires the removal of any landscaping upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the landscaping. If the grantee, its successors and/or assigns, of any such easement fails to restore the removed landscaping, it shall be the Owner's responsibility to restore any removed landscaping on the Lot to at least such condition as its original construction. The Owner of a Lot in installing any landscaping upon the Lot shall comply with all valid laws, zoning ordinances and regulations of the city and County governmental bodies, as applicable, in addition to Association approval.

8.18 Antennae. Satellite dishes, aerials, antennas and all lines and equipment related thereto located wholly within the physical boundaries of a Home shall be permitted without any requirement for approval from the ACC. Satellite dishes, aerials and antennas (including, but not limited to, ham radio antennas) shall not be permitted on the non-enclosed dwelling portions of the Residential Property except to the extent required to be permitted by applicable law (including, but not limited to, the Federal Telecommunications Act of 1996). The Association shall have the right and authority, in its sole discretion and from time to time, to promulgate rules and regulations, provided same are not violative of federal law, concerning the size and location of, and safety restrictions pertaining to, the installation of such signal reception equipment. To the extent permitted by applicable law, satellite dishes shall be required to be hidden from view from adjacent lands through location and landscaping techniques.

8.19 Clotheslines. No clothesline or other similar device shall be allowed in any portion of the IslandWalk unless within a Home and concealed from view from all other portions of the IslandWalk, or to the rear of the Home and concealed from view from all other portions of the IslandWalk and from the surrounding public areas. No towels shall be permitted to be hung from the balconies. In any event, no clothesline or other similar device shall be erected without application to, and permission received from the ACC.

8.20 Garage Sales. Except as authorized by the Board, no garage sales, estate sales, yard sales, moving sales, or any other sales that invite the public, shall be carried on in or about IslandWalk.

8.21 Hurricane Season. Each Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Home prior to his or her departure by removing all furniture, potted plants and other movable objects, if any, from his or her balcony, patio, and/or Lot, and designate a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage. Such person or firm shall also contact the Association for permission to install temporary hurricane shutters, which must be removed when no longer necessary for storm protection. Other than shutters originally installed by the IslandWalk developer, at no time shall permanent hurricane shutter be permanently installed without the prior written approval of the ACC. Storm shutters and panels which are not permanently installed shall be put in place or closed not more than ten (10) days before and ten (10) days after a storm event (a "storm event" is defined as a meteorological event in which winds in excess of fifty (50) miles per hour and rainfall has occurred, or is expected to occur), unless the Association grants an exception.

Clear polycarbonate resin thermoplastic ("Lexan") or substantially similar panels may be permanently attached to fixed exterior windows on the side and rear elevations of the Home and shall not be considered hurricane shutters for purposes of this Section.

Permanently attached shutter screen systems and other permanently attached enclosure systems installed directly to the lanai framework, and designed to screen the lanai for shade, privacy, rain or storm events (i.e. shade screens, accordion shutters, rolling shutters and hurricane fabric screens) can only be installed after obtaining approval by the ACC and may be operating in the Owner's discretion and shall not be subject to the deployment limitations set forth above relative to storm events.

8.22 Enclosures. No enclosures of any kind, including but not limited to, glass and screen enclosures, shall be constructed or placed on the balconies or patios, if applicable, without the prior written approval of the ACC.

8.23 Occupants Bound. All provisions of the Governing Documents which govern the conduct of Owners, and which provide for sanctions against Owners, shall also apply to all occupants of any Home.

8.24 Lighting. Seasonal decorative lights are permitted only between November 20 and January 10. All other exterior lighting must receive prior written approval from the ACC. This includes, but is not limited to, flashing lights, multi-colored lights, strobe lights, and excessively bright or disruptive lighting, which are strictly prohibited. For the purposes of this section, a lanai is considered an exterior area.

8.25 Lakes and Water Bodies. All lakes, canals, and water bodies shall primarily serve as part of the drainage system, as well as aesthetic amenities. All other uses thereof, including, without limitation, fishing, boating, swimming, playing, or use of personal flotation devices, shall be subject to the Rules and Regulations promulgated by the Board. 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 the lakes, canals, or water bodies within the IslandWalk. The ponds within IslandWalk contain littoral areas, which are required by State and County regulations to be vegetated with native plants, and maintained in perpetuity. Littoral areas aid in shoreline stabilization and nutrient uptake, and provided habitat for native animal species. No Owner shall alter vegetation growing upon a littoral area without written authorization from the County. Alteration shall include, but not be limited to, cutting, mowing, pulling, planting, and the introduction of grass carp.

8.26 Windows. All draperies, curtains, shades, or other window coverings installed in a Home, and which are visible from the Lot's frontage or an adjacent Lot or Common Area shall have a white backing, unless otherwise approved in writing by the ACC. The Association may adopt architectural guidelines governing window tinting.

8.27 Pools. No above ground pools shall be erected, constructed or installed on any Lot.

8.28 Irrigation. No sprinkler or irrigation systems of any type which draw water from lakes, rivers, ponds, canals or other ground or surface waters within the IslandWalk shall be installed, constructed or operated by an Owner within the IslandWalk unless prior written approval has been obtained from the ACC and such sprinkler or irrigations systems are not prohibited by local governmental regulation.

8.29 Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person other than Southwest Florida Water Management District may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Septic systems are prohibited in IslandWalk.

8.30 Sight Distance. All property located at street intersections shall be landscaped so as to permit safe sight across street corners. No fence, wall, hedge, shrub, or planting shall be placed or permitted to remain where it would create a traffic or sight problem.

8.31 Golf Carts. All golf carts leased, owned, or otherwise used by Owners may be parked, placed, or stored only in the garages of each Home and in accordance with Rules and Regulations

adopted by the Board. No golf cart shall be placed, parked, or stored on the lawn of any Home or on any portion of the Common Areas, unless such area is specifically designated as a golf cart parking area by the Board. Owners of golf carts, by operating same within IslandWalk shall be presumed to have released the Association of all liability arising from an Owner's use of his or her golf cart. The Association may periodically require owners of golf carts to provide the Association with proof of liability insurance concerning the operation of their golf carts with limits determined by the Board in its reasonable discretion and naming the Association as an additional insured party. An Owner who uses a golf cart shall be held fully responsible for any and all damages resulting from the misuse of a golf cart caused by the owner, his or her family members, guests, licensees, invitees, employees, or agents, and the owner shall reimburse the Association for any and all damages the Association may sustain by reason of such misuse. Such damages shall be collectible as a Charge pursuant to the procedures set forth herein.

8.32 Unsightly Conditions. Except for areas maintained by the Association, all weeds, rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from the Homes and/or Lots, and shall not be allowed to accumulate thereon. All machinery, equipment, grills, lawn chairs, bicycles, other similar items of personal property, and other Association unauthorized objects shall be obscured from view of adjoining streets, Homes, Lots or Common Areas. All Homes and/or Lots 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. In the event an Owner fails to maintain his Home and/or Lot as required, for a period of at least thirty (30) days, the Association shall have the right, exercisable in its discretion, to clear any rubbish, refuse, or unsightly debris and/or growths from any Home and/or Lot deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of IslandWalk; provided, however, that at least fifteen (15) days prior notice shall be given by the Association to the Owner of such Home and/or Lot before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted shall be a Charge against the Owner and collected pursuant to the terms herein.

8.33 Subdivision of Home. Homes shall not be further subdivided or separated by any Owner, and no portion less than all of any such Home, nor any easement shall be conveyed or transferred by an Owner; provided, however, that this shall not prevent corrective deeds, deeds to resolve boundary disputes and other similar corrective instruments.

8.34 Energy Conservation Equipment. All solar heating and air conditioning apparatus must conform to 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 one and one half (1.5) feet above the surface of the roof of a Home; and all such equipment shall be painted consistent with the color scheme of the roof of the Home. This provision is not intended to prohibit the use of solar energy devices.

8.35 Recreational Facilities. All recreational facilities and playgrounds furnished by the Association or erected within the Property, if any, shall be used at the risk of the user, and the Association shall not be held liable to any person or persons for any claim, damage, or injury occurring thereon or related to use thereof. All users agree to inspect any portion of the Common Areas and recreational facilities for their intended use and for any unsafe conditions prior to use.

8.36 Rules And Regulations. The Owners shall abide by each and every Rule and Regulation promulgated from time to time by the Board. Should the Association be required to seek enforcement of any provision of this Declaration or the Rules and Regulations and prevail in such action, then the offending Owner (for himself or for his family, guests, invitees, or lessees) shall be liable to the Association for all costs, Charges, fines or other damages incurred in the enforcement action, including reasonable attorneys' fees, whether incurred in trial or appellate proceedings or otherwise.

8.37 Air Conditioning Units. No window or wall air conditioning units shall be permitted on any Lot. Compressors and fans for central air conditioning or heat pump systems which are located outside the exterior of a building shall be adequately screened to prevent their being viewed from any street.

9. INSURANCE. In order to adequately protect the Association and its Members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

(A) Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

If determined appropriate by the Board, a master or blanket policy of flood insurance covering the Common Area, if available under the National Flood Insurance Program, shall be purchased, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all such buildings and other insurable property located in the flood hazard area.

(B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board, with cross liability endorsement to cover liabilities of the Owners as a group to a Lot Owner.

(C) Automobile. Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles when used for Association business, in such limits of protection and with such coverage as may be determined by the Board.

(D) Compensation. The Association shall maintain Workers' compensation insurance if required by law.

(E) Directors and Officers Liability Coverage.

(F) Fidelity Coverage. Fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Board and all others who handle and are responsible for handling funds of the Association shall be maintained in the form of fidelity bonds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time.

9.2 Duty to Insure. Each Owner is responsible for insuring the real and personal property within his own Lot and Home. Each Owner must recognize that he bears financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance liability including all risk, flood, liability, etc. In addition to the foregoing, all Owners shall be required to obtain and maintain adequate property insurance on their Home (and Lot as may be applicable) at reasonable coverage limits determined by the Board from time to time and which may be different based on the type of Home (Attached Home, Quad, etc.). Such insurance shall be sufficient for necessary repair or reconstruction work in the event of casualty and remove damaged or demolished portions of the Home. If requested, an Owner shall provide the Association with a copy of the certificate of insurance evidencing the coverage purchased and the amount of coverage. The Association may, but shall have no obligation to, undertake legal proceedings to compel compliance with this insurance requirement.

9.3 Duty to Reconstruct. If any Home or other improvements located on any Lot are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner of such improvements shall cause repair or replacement to be commenced within one hundred and eighty (180) days from the date that such damage or destruction occurred, and to complete the repair or replacement within twelve (12) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and condition, shall utilize and conform with the original foundation and appearance of the original improvements except as otherwise approved by the Board. The Board may, its sole and exclusive discretion, extend the time periods for reconstructions contained herein.

9.4 Failure to Reconstruct. If the Owner of any Home fails to commence or complete construction to repair or replace any damaged or destroyed Improvements within the time periods provided for in Section 9.3 above, the Association shall give written notice to the Owner of default. If after thirty (30) days the Owner has not made satisfactory arrangements to meet his or her obligations, the Association shall be deemed to have been granted the right by the Owner, as such Owner's attorney-in-fact, to commence and/or complete the repairs sufficient to substantially restore improvements. If the Association exercises the rights afforded to it by this section, which shall be in the sole discretion of the Board, the Owner of the Home shall be deemed to have assigned to the Association any right he or she may have to insurance proceeds that may be available because of the damage or destruction of the Improvement. The Association shall have the right to recover from the Owner any costs not paid by insurance and shall have a lien on the Lot and Home to secure payment.

9.5 Association Insurance; Duty and Authority to Obtain. The Board shall obtain and keep in force the insurance coverage required by law and under this Declaration, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure.

9.6 Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board may determine to be in the best interest of the Association and Lot Owners.

9.7 Waiver of Subrogation. If available and where applicable, the Board shall endeavor to obtain insurance policies which provide the insurer waives its right to subrogation as to any claim against Owners, or their respective agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

9.8 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the Owners and their respective mortgagees in the following share:

(A) Common Areas. Proceeds on account of damage to Common Areas shall be held in as many undivided shares as there are Lots, the shares of each Owner being the same as his share in the Common Areas.

(B) Mortgagee. If a mortgagee endorsement has been issued as to a Home, the shares of the mortgagee and the Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage which it holds against a Lot, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

9.10 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Owners in the following manner: The proceeds shall be paid to defray the costs of reconstruction or repair by the Association. Any proceeds remaining after defraying cost shall be distributed to the beneficial Owners, remittances to Owners and their mortgagees being paid jointly to them, or may be applied to any Assessment levied by the Board for any lawful purpose.

9.11 Association as Agent. The Association is hereby irrevocably appointed as agent for each Owner to adjust all claims arising under insurance policies purchased by the Association.

9.12 Damage to Common Areas. Where loss or damage occurs to the Common Areas or Association property, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

(A) The Board shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.

(B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the Common Areas, the Association shall promptly, upon determination of the deficiency, levy a Special Assessment against all Owners for the deficiency. Such Special Assessments need not be approved by the Owners. The Special Assessment shall be added to the funds available for repair and restoration of the Property.

(C) Notwithstanding the above, in the event of casualty damage to any portion of the common area, the Board may seek membership approval to forego repairs or reconstruction, regardless of the cost. If two-thirds (2/3) of all Owners represented in person or by proxy at a meeting called and held in accordance with the Bylaws approve, the Board is authorized, but not required, to forego such repairs or reconstruction.

10. LEASING OF HOMES. The leasing restrictions herein apply to any type of occupancy for which consideration has been paid to the Owner including but not limited to a license. In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Homes by their Owners shall be restricted as provided in this section. All leases of Homes must be in writing. An Owner may lease only his or her entire Home, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc. The following also applies to any new occupant that was not approved under the existing lease.

10.1 Procedures.

(A) Notice by the Owner. An Owner intending to lease a Home shall give to the Board or its designee written notice of such intention at least 20 days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require including but not limited to a background check and proof of lawful residency. The applicant must sign for having received copies of the Rules and Regulations.

(B) Board Action. After the required notice and all information have been provided, the Board shall have 15 days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee. The Board may delegate its authority to approve or disapprove a lease to a committee, as single officer or the community association manager.

(C) Disapproval. Unless the authority has been delegated as provided in (B) above a proposed lease shall be disapproved only if the Board so votes, and in such case the lease shall not be made. A proposed lease may only be disapproved for good cause and in no event shall the

Association be required to disapprove any application which indicates a basis for a good cause denial under this section. In considering whether good cause exists the Board shall consider each applicant on a case by case basis and shall take into account mitigating factors such as the recency of the event and the detrimental impact on the community based on verifiable data and information. Appropriate grounds for disapproval shall include, but not be limited to, the following:

1. the Owner is delinquent in the payment of any monetary obligation to the Association at the time the application is considered;
2. the application on its face indicates that the person seeking approval or any of the proposed occupants intend to conduct themselves in a manner inconsistent with the covenants and restrictions applicable to the Association;
3. the prospective lessee or any of the proposed occupants have been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
4. the lessee or any of the proposed occupants, during previous occupancy, has evidenced an attitude of disregard for the Governing Documents, including the Rules and Regulations;
5. the prospective lessee or any of the proposed occupants give false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid.

10.2 Term of Lease and Frequency of Leasing. No Home may be leased more often than two (2) times in any 12 consecutive month period, with the minimum lease term being six (6) consecutive months. No new lease shall begin until the original full term of the last lease has expired. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

10.3 Exceptions. Upon written request of a unit Owner, the Board may approve one additional lease of the Home within the same 12 consecutive month period, but only under unusual circumstances to avoid undue hardship and inequity.

10.4 Guest Occupancy During Lease Term. Guests may occupy leased Homes only when the lessee is also in residence.

10.5 Occupancy in Absence of Lessee. If a lessee is absent from the Home for any period of time during the lease term, the lessee's family authorized to occupy the Home by Section 10.4 who are already in residence may continue to occupy the Home and may have house guests subject to Section 10.4 above. If the lessee and all of the family members mentioned in the foregoing sentence are

absent, no other person may occupy the Home.

10.6 Use of Common Area and Association Property. To prevent overtaxing the facilities, an Owner whose home is leased may not use the recreation or parking facilities during the lease term.

10.7 Regulation by Association. All of the provisions of the Governing Documents and the Rules and Regulations shall be applicable and enforceable against any person occupying a Home as a lessee or guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the Rules and Regulations of the Association and the provisions of the Governing Documents, designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not. The Association may, but is not required to, require a lease addendum to effectuate the intent of this Section 10.7 as a condition of approval.

10.8 Fees and Deposits for the Lease of Homes. Whenever herein the Board's approval is required to allow the lease of a Home, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. A separate fee may be charged for each person intending to occupy the Home except only one fee may be charged for a married couple and minor children. No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require a security deposit to protect against damage to the Common Areas.

10.9 Unapproved Leases. Any lease of a Home not approved pursuant to this Section 10 shall be void and unenforceable unless subsequently approved by the Board.

10.11 No Discrimination. The Association is an equal opportunity provider of housing and shall not disapprove a lease for an illegal discriminatory reason.

11. TRANSFER OF OWNERSHIP OF LOTS. The transfer of a Lot shall be subject to the following provisions:

11.1 Natural Persons. A Lot may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

11.2 Co-Ownership. Co-Ownership of Lots is permitted. If the co-Owners are to be other than a married couple, the Board shall condition its approval upon the designation by the proposed new Owners of one (1) natural person as "primary occupant". The use of the Lot by other persons shall be as if the primary occupant were the only actual Owner. Any subsequent change in the primary occupant shall be treated as a transfer to the Owners by sale or gift subject to the provisions of this Section 11. No more than one such change will be approved in any twelve (12)-month period. The intent of this provision is to allow flexibility in estate, financial or tax planning, and to prohibit circumstances in which the Lot may be used as short-term transient accommodations for several

individuals or families or in the manner of fractional ownership or a vacation club.

11.3 Ownership by Corporations, Partnerships or Trusts. A Lot may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and to prohibit circumstances in which the Lot may be used as short-term transient accommodations for several individuals or families or in the manner of fractional ownership or vacation club. The approval of a trust, or corporation, partnership or other entity as an Owner shall be conditioned upon designation by the Owner of not more than one (1) natural person to be the "primary occupant". The use of the Lot by other persons shall be as if the primary occupant were the only actual Owner. Any subsequent change in the primary occupants shall be treated as a transfer of Ownership by sale or gift subject to the provisions of this Section 11. No more than one such change will be approved in any twelve (12)-month period.

11.4 Designation of Primary Occupant. If any unit Owner fails to designate a primary occupant when required to do so, the Board may make the initial designation for the Owner, and shall notify the Owner in writing of its action.

11.5 Life Estate. A Lot may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 11.2 below. In that event, the life tenant shall be the only Member from such Lot, and occupancy of the Lot shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all Assessments and charges against the Lot. Any consent or approval required of Members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-Owners for purposes of determining voting and occupancy rights under Section 11.1(B), above.

11.6 Notice. In the event of a sale it shall then be the responsibility of the purchaser to furnish the Association with a recorded copy of the deed of conveyance indicating the Owner's mailing address for all future Assessments and other Association correspondence. Any person who becomes an Owner by gift, devise or conveyance shall within ten (10) days after such transfer furnish the Association with his or her name and such other information as the Association may reasonably require.

12. AMENDMENTS; TERMINATION; CONDEMNATION.

12.1 Duration. The conditions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any real property subject to this Declaration, their respective legal representatives, heirs, successors and assigns until 2050. On January 1, 2050, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, and subject to existing laws

and ordinances, that there shall be no renewal or extension of this Declaration if prior to one (1) year in advance of an effective date of a proposed termination, at least two-thirds (2/3rds) of all Owners of Lots and two-thirds (2/3rds) of all Institutional Mortgagees on Lots affirmatively vote, in person or by proxy, at a duly held meeting of members of the Association in favor of terminating this Declaration. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, to be given at least ninety (90) days in advance of said meeting. If the Association votes to terminate this Declaration, the President and Secretary shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Sarasota County, Florida at least one (1) year prior to the effective date of termination, and may be relied upon for the correctness of the facts contained therein as they relate to termination of this Declaration.

12.2 Amendments by Members. Except as otherwise provided herein or by law, this Declaration may be amended at any time by the affirmative vote of at least a majority of the Voting Interests. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the book and page of the Public Records where the Declaration is recorded, and shall be executed by the President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

12.3 Stormwater Drainage and Management System Amendments. Notwithstanding any provisions to the contrary contained in this Declaration, any amendment which will affect the Stormwater Drainage and Management System serving the Property must have the prior written approval of Sarasota County and Southwest Florida Water Management District or its successor agency, if any, in order to be effective and binding.

12.4 Scrivener's Error Amendments. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by the Board alone and without the need of consent of the Owners.

12.5 Condemnation. In the event the Association receives any award or payment arising from the taking of any Common Area or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Board and approved by at least two-thirds (2/3) of the total Voting Interests, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Homes as their respective interests may appear.

13. ENFORCEMENT; GENERAL PROVISIONS.

13.1 Enforcement. Enforcement of these covenant, conditions and restrictions may be by a proceeding at law or in equity and may be instituted by the Association, its successors or assigns, or by any Owner, against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against any Lot to enforce any lien created by these covenants. Failure of the Association or any Owner to enforce any covenants, condition or restriction herein contained for any period of time shall not be deemed a waiver or estoppel of the right to enforce same thereafter.

13.2 Owner and Member Compliance. The protective covenants, conditions, restrictions and other provisions of the Governing Documents and the Rules shall apply to Members and all persons to whom a member has delegated his right of use in and to the Common Areas, as well as to any other person occupying any home under lease from the Owner or by permission or invitation of the Owner or his tenants (express or implied), and their licensees, invitees or guests. Failure of any Owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Association of the power to enforce these provisions. Each Lot Owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests and by the guests, licensees and invitees of his tenants, at any time. Should the Association be required to seek enforcement of any provision of this Declaration or the Rules and Regulations and prevail in such action, then the offending Owner (for himself or for his family, guests, invitees, or lessees) shall be liable to the Association for all costs, Charges, fines or other damages incurred in the enforcement action, including reasonable attorneys' fees, whether incurred in trial or appellate proceedings or otherwise.

13.3 Litigation. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of law, or of the Governing Documents or Association Rules and Regulations, may be brought by any Owner, or the Association against:

- (A) the Association;
- (B) the Lot Owner;
- (C) anyone who occupies or is a tenant or guest of a Lot; or
- (D) any officer or Director of the Association who willfully and knowingly fails to comply with these provisions.

13.4 Attorney Fees. In any legal proceeding arising out of an alleged failure of a guest, tenant, Owner, officer, Director or the Association to comply with the requirements of the law, or the Governing Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorney fees as may be awarded by the court.

13.5 No Election of Remedies. All rights, remedies and privileges granted to the Association or Owners under the law and the governing documents shall 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 from exercising any other rights, remedies, or privileges that may be available.

13.6 Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed to the last known address of the Owner appearing in the records of the Association, or to the address of the member's home, or sent by electronic mail to the e-mail address last provided to the Association on transmission. Notice to one of two or more co-Owners of a Lot shall constitute notice to all co-Owners. It shall be the obligation of every member to immediately notify the Association in writing of any change of address.

13.7 Severability. Should any covenant, condition or restriction herein contained, or any section, subsection, sentence, clause, phrase or term of this Declaration or its recorded exhibits be declared to be void, invalid, illegal, or unenforceable, for any reason, by any court having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. Nothing contained in this Declaration is intended to affect vested rights. If any provision contained herein is deemed by a competent court of law to have such affect, then such provision will be deemed null and void but have no effect on the remaining provisions herein.

13.8 Interpretation; Disputes. The Board 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. Nothing herein is intended to limit Owners' rights set forth in Section 13.3 above.

13.9 Not-For-Profit Status. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity inconsistent with its not-for-profit status under applicable state or federal law.

13.10 Use of Singular and Plural and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

13.11 Headings. The headings used in the governing documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

14. WEST VILLAGES IMPROVEMENT DISTRICT

14.1 West Villages Improvement District. West Villages Improvement District ("WVID") is an independent special district of the State of Florida and is or will be implementing, constructing and/or maintaining certain public infrastructure improvements for the benefit of those parcels of assessable real properties located with IslandWalk, which lies within WVID's Unit of Development Nos. One and Two ("Unit Nos. One and Two").

14.2 WVID Non-Ad Valorem Assessments. In order for WVID to carry out the implementation, construction and/or maintenance of its Unit Nos. One and Two public infrastructure improvements, WVID will be assessing and levying both debt repayment and maintenance non-ad valorem assessments on an annual basis and all Lot Owners will be obligated and responsible for paying such Unit Nos. One and Two non-ad valorem assessments as are annually levied by WVID upon each Lot. WVID's non-ad valorem assessments will appear as a separate line item on each Lot Owner's annual Unified Real Property Tax Bill which is issued and collected by the Tax Collector of Sarasota County, Florida.

14.3 General Description of WVID Facilities. The public infrastructure improvements that have or will be constructed, implemented and/or maintained by WVID are more specifically identified and described in the WVID Unit Nos. One and Two Plans of Improvements and Report of Engineer, as may be amended from time to time, copies of which are maintained at WVID administrative offices. The improvements include, without limitation, waste water transmission facilities, roadway systems, and potable water transmission systems.

14.4 Maintenance of WVID Improvements. The WVID Unit Nos. One and Two public infrastructure improvements and/or facilities for which WVID retains ownership will be maintained by WVID unless the Association contracts with WVID to maintain all or part of such improvements or facilities.

14.5 Usage of WVID Property or Facility Interests. No connections to, licenses for usage of or easements upon, over, under or across any facility, water body, drainage system or tract of land dedicated to, owned by, or subject to an easement in favor of WVID shall be granted by WVID, until the party desiring such uses or rights has applied for and obtained a permit from WVID.

14.6 WVID Land not subject to Assessments or Enforcement. Notwithstanding anything to the contrary contained in this Declaration, WVID and all of WVID's interest in real property or facilities within IslandWalk, if any, shall be exempt from: (a) Association enforcement action and (b) any and all Individual Home Assessments, Special Assessments, extraordinary special assessments and fines that may or could be levied by the Association. The Association is specifically prohibited from filing or attempting to execute upon any claim of lien as to a property (whether real or tangible) or facility interests owned by WVID within IslandWalk, if any, and any such lien or the recording of same in the public records shall be null and void ab initio.

14.7 WVID Approval Rights to Amendments. No Amendment of or to this Declaration

which would affect WVID's obligations, property interests, facilities or improvements located within IslandWalk shall be effective unless agreed to in writing by WVID.

15. DISCLAIMER OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, OR ANY RULES AND REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OR ANY SUCH PERSONS, WITHOUT LIMITING THE FOREGOING:

15.1 IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;

15.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, SARASOTA COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTUOUS ACTIVITIES OR PANDEMICS.

15.3 ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO THE HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

15.4 EACH OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON ANY PORTION OF THE PROPERTIES SHALL BE BOUND BY THESE DISCLAIMERS AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED HEREIN.

15.5 AS USED HEREIN "ASSOCIATION" SHALL INCLUDE WITH ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION.
FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION.

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
ISLANDWALK AT THE WEST VILLAGES HOMEOWNERS ASSOCIATION, INC.**

Pursuant to Chapter 617, Florida Statutes, these Articles of Incorporation of IslandWalk at the West Villages Homeowners Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on September 8, 2005 are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Chapter 617, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments, adopted pursuant to Chapter 617, Florida Statutes, and the omission of matters of historical interest. The Association's Amended and Restated Articles of Incorporation shall henceforth be as follows:

ARTICLE I
NAME

The name of the corporation is IslandWalk at the West Villages Homeowners Association, Inc., sometimes hereinafter referred to as the "Association".

ARTICLE II
PRINCIPAL OFFICE

The principal office of the corporation presently is 19215 Tantino Blvd, Venice, Florida 34293 or as otherwise listed with the Florida Department of State Division of Corporations.

ARTICLE III
PURPOSE AND POWERS

This Association will not permit pecuniary gain or profit nor distribution of its income to its members, officers or Directors. It is a nonprofit corporation formed for the purpose of operating a corporate residential homeowners' association which, subject to a Declaration of Covenants, Conditions, and Restrictions for IslandWalk at the West Villages originally recorded at Instrument 2006016370 of the Public Records of Sarasota County, as thereafter amended. The Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles, the Bylaws of the corporation, and with said Declaration and shall have all of the powers and authority reasonably necessary or appropriate for the operation and regulation of a residential community, subject to said recorded Declaration, as it may from time to time be amended, including but not limited to the power:

(A) to fix, levy, collect and enforce payment by any lawful means all charges, Assessments, or liens pursuant to the terms of the Declaration; to pay all expenses in connection

therewith and all office and other expenses incident to the conduct of the business of the corporation, including all license fees, taxes or governmental charges levied or imposed against the Property or the Association;

(B) to make, amend and enforce reasonable Rules and Regulations governing the use of the Common Areas, the Lots, and the operation of the Association;

(C) to sue and be sued, and to enforce the provisions of the Declaration, the Articles, the Bylaws and the reasonable Rules of the Association;

(D) to contract for the management and maintenance of the Common Areas and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board or the Members;

(E) to employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Association;

(F) to dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, sale or transfer shall be effective unless first approved by two-thirds (2/3rds) of the Voting Interests, present and voting, in person or by proxy at a duly called meeting of the Members.

(G) 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, subject to obtaining approval of a majority of the Voting Interests present and voting at a meeting of the Members called for that purpose.

(H) to maintain, repair, replace, improve and provide insurance for the Common Areas;

(I) to acquire, (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Association and as provided in the Declaration;

(J) to grant, rescind, modify or move easements.

(K) to exercise all powers, rights and privileges which a corporation organized under Chapters 617 and 720 of Florida Statutes may now or hereafter have or exercise; subject always to the Declaration as amended from time to time.

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the Declaration, these Articles and the Bylaws.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Membership and voting rights shall be as set forth in the Association's Bylaws.

ARTICLE V
TERM; DISSOLUTION

The term of the Association shall be perpetual. The Association may be dissolved with the consent given in writing and signed by not less than two-thirds (2/3rds) of total Voting Interests. If the Association is dissolved, the surface water management system, real property containing the surface water management system and water management portions of the Association Property 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 surface water management system, real property containing the surface water management system and water management portions of the Association Property will be dedicated to a similar non-profit corporation.

ARTICLE VI
BYLAWS

The Bylaws of the Association may be altered, amended or rescinded in the manner provided therein.

ARTICLE VII
AMENDMENTS:

Amendments to these Articles shall be proposed and adopted in the following manner:

(A) Proposal: Amendments to these Articles may be proposed by a majority of the Board or upon a petition of twenty-five percent (25%) of the Voting Interests at any regular or special meeting of the Members and shall be submitted to a vote of the Members not later than the next annual meeting.

(B) Vote Required: Except as otherwise required by Florida law or as provided elsewhere in these Articles, these Articles may be amended if the proposed amendment is approved by the affirmative vote of at least a majority of the Voting Interests who are present and voting, in person or by proxy, at a duly called meeting of the Members of the Association.

(C) Effective Date: An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Sarasota County, Florida with the same formalities as are required in the Declaration for recording amendments to the Declaration.

ARTICLE VIII
DIRECTORS AND OFFICERS:

(A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors. Directors are required to meet all qualifications imposed by the Bylaws.

(B) Directors of the Association shall be elected by the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

(C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board.

ARTICLE IX
INDEMNIFICATION:

(A) Indemnitees. The Association shall indemnify any person who was, will be or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he or she is or was a director, officer, employee, committee member, hearing panel member, or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of 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 interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(B) Indemnification. The Association shall indemnify any Indemnitee against expenses and amounts paid in settlement not exceeding, in the judgment of the Board, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof.

(C) Determination of Applicability. Any indemnification under this Article IX, unless pursuant to determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Indemnitee is proper under the circumstances because he or she has met the applicable standard of conduct set forth in Section IX(A) or (B). Such determination shall be made:

(i) By the Board by a majority vote of a quorum consisting of Directors who were not parties to such proceeding;

(ii) If such a quorum is not obtainable or, even if obtainable, by majority vote of a committee duly designated by the Board (in which Directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;

(iii) By independent legal counsel,

a. Selected by the Board prescribed in paragraph IX(D)(i) or the committee prescribed in paragraph IX(D)(ii); or

b. If a quorum of the Directors cannot be obtained (or paragraph VIII(D)(i) and the committee cannot be designated under paragraph IX(D)(ii), selected by a majority vote of the full Board (in which Directors who are parties may participate); or

(iv) By a majority of the voting interests of the Association Members who were not parties to such proceeding.

(D) Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph IX(C)(iii) shall evaluate the reasonableness of expenses and may authorize indemnification.

(E) Advancing Expenses. Expenses incurred by an Indemnitee in defending a civil or criminal proceeding, or the threat of same, may be paid by the Association in advance of final disposition of such proceeding upon receipt of any undertaking by or on behalf of such Director or officer to repay such amount if he or she is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms that the Board deems appropriate.

(F) Exclusions. Indemnification or advancement of expenses shall not be made to or on behalf of any Indemnitee if a judgment or other final adjudication establishes that his or her actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

(i) A violation of the criminal law, unless the Indemnitee had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;

(ii) A transaction from which the Indemnitee derived and improper personal benefit or

(iii) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the Members of the Association.

(G) Continuation. Indemnification and advancement of expenses under this Article VIII

shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be an Indemnitee and shall inure to the benefit of the heirs, executors, and administration of such a person, unless otherwise provided when authorized or ratified.

(H) Definitions. For purposes of this Article IX, the term "expenses" shall be deemed to include attorneys' fees and related "out-of-pocket" expenses, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer, the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on, and which are accepted by, such persons.

(I) Effect. The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any applicable law, agreement, vote of Members or otherwise.

(J) Amendment. Anything to the contrary herein notwithstanding, no amendment to this Article IX shall be applicable as to any party eligible for indemnification hereunder who has not given his or her prior written consent to such amendment.

NOTE: SUBSTANTIAL AMENDMENTS OF ENTIRE BYLAWS.
FOR ORIGINAL TEXT SEE ORIGINAL BYLAWS.

**AMENDED AND RESTATED BYLAWS OF
ISLANDWALK AT THE WEST VILLAGES HOMEOWNERS ASSOCIATION, INC.**

1. GENERAL. These are Bylaws of IslandWalk at the West Villages Homeowners Association, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on September 8, 2005, hereinafter the "Association." The corporation is organized under the laws of Florida as a community association for the purpose of operating a residential community. All prior Bylaws, if any, are hereby revoked and superseded in their entirety.

1.1 Principal Office. The principal office of the Association shall be at as listed with the Florida Department of State Division of Corporations, unless otherwise changed by the Board. A change in the address shall not be considered an amendment to these Bylaws.

1.2 Terms. The terms defined in the Articles as well as in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

2. MEMBERS. The Members of the Association are the record owners of legal title to the Lots. In the case of a Lot subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the Lot solely for purposes of determining use rights.

2.1 Change of Membership. A change of membership shall become effective after all the following events have occurred.

(A) Recording in the Sarasota County, Florida Public Records of a Deed or other instrument evidencing legal title to the Lot in the member.

(B) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

(C) Designation, in writing, of a primary occupant, which is required when title to a Lot is held in the name of two (2) or more persons who are not a married couple, or by a trustee or a corporation or other entity which is not a natural person.

2.2 Voting Interests. The Members of the Association are entitled to one (1) vote for each Lot owned by them. The total number of possible votes (the voting interests) of the Association is the total number of Lots which is two-thousand, three hundred and ninety-one (2,391). The vote of a Lot is not divisible. The right to vote may be suspended for non- payment of any monetary amounts that are delinquent more than 90 days. If a Lot is owned by one (1) natural person, the right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two

(2) or more natural persons, that Lot's vote may be cast by any one (1) of the Owners. If two (2) or more Owners of a Lot do not agree among themselves how their one (1) shall be cast on any issue, that vote shall not be counted for any purpose. If the Owner of a Lot is other than a natural person, the vote of that Lot shall be cast by the Lot's Primary Occupant.

2.3 Approval or Disapproval of Matters. Whenever the decision or approval of an Owner is required upon any matter, whether or not the subject of an Association meeting, the decision or other response may be expressed by any person authorized to cast the vote of the Lot at an Association meeting, as stated in Section 2.2 above, unless the joinder of all record Owners is specifically required.

2.4 Change of Membership. A change of membership in the Association shall be established by the new Member's membership becoming effective as provided for in Section 2.1 above. At that time the membership of the prior Owner shall be terminated automatically.

2.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or connected with the Association during the period of his or her membership, nor does it impair any rights or remedies the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants incident thereto.

3. MEMBERS' MEETINGS; VOTING.

3.1 Annual Meeting. There shall be an annual meeting of the Members each calendar year at least thirty (30) days but not more than ninety (90) days after the close of the fiscal year. The annual meeting shall be held in Sarasota County, Florida, at a time and place designated by the Board, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the Members.

3.2 Special Members' Meetings. Special Members' meetings must be held whenever called by the President, or in the President's absence, the Vice-President, or by a majority of the Directors, and may also be called by members having at least ten percent (10%) of the Voting Interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3 Notice Meetings; Waiver of Notice. Notices of all Members' meetings must state the date, time and place of the meeting. Notice of special meetings must include a description of the purpose or purposes for which the meeting is called. The notice must be mailed to each Member at the Member's address as it appears on the books of the Association or may be furnished by personal delivery or electronic transmission. The Members are responsible for providing the Association with any change of address. The notice must be mailed, electronically transmitted or hand delivered at least fourteen (14) days prior to the date of the meeting. If ownership of a Lot is transferred after notice has been mailed or transmitted, no separate notice to the new owner is required. Attendance at any meeting by a Member constitutes waiver of

notice by that member, unless the member objects to the lack of notice at the beginning of the meeting. A Member may also waive notice of any meeting at any time by written waiver.

3.4 Quorum. A quorum at members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least thirty percent (30%) of the votes of the total Voting Interests. If a Members meeting cannot be convened because a quorum is not obtained, the Members present (in person or by proxy) may adjourn or postpone the meeting pursuant to Section 3.8 below and at any such reconvened Members meeting the quorum shall be reduced to twenty percent (20%) of the eligible Voting Interests.

3.5 Vote Required. The acts approved by a majority of the votes cast by eligible voters at a meeting of the Members at which a quorum has been attained shall be binding upon all Owners for all purposes, except where a different number of votes is expressly required by law or by any provision of the Governing Documents.

3.6 Proxy Voting. Members may cast their votes at a meeting in person or by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the Lot, specify the date, time and place of the original or reconvened meeting for which it is given, and must be delivered to the Association by the appointed time of the meeting or adjournment thereof. No proxy shall be valid if it names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. 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.

3.7 Participation at Meeting By Remote Communication. Unless prohibited by the Chapter 720, F.S., if authorized by the Board of Directors as provided in Section 617.0721 F.S., and subject to such guidelines and procedures as the Board may adopt, Members and proxy holders who are not physically present at a meeting may, by means of remote communication:

(A) Participate in the meeting.

(B) Be deemed to be present in person and vote at the meeting if:

1. The corporation 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 corporation implements reasonable measures to provide such Members or proxy holders with a reasonable opportunity to participate in the meeting and to vote on matters

submitted to the members, including an opportunity to communicate and to read or hear the proceedings of the meeting substantially concurrent with the proceedings.

3.8 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a later time by vote of the majority of the Voting Interests present, regardless of whether a quorum has been attained. When a meeting is so adjourned it shall not be necessary to give further formal notice of the time and place of its continuance if such are announced at the meeting being adjourned, but the Association may provide informal notice to members to facilitate attendance and participation. Any business which might have been conducted at the original meeting may instead be conducted when the meeting is reconvened, but only if a quorum is present.

3.9 Order of Business. The order of business at members' meetings shall be substantially as follows unless a published agenda for any regular or special meeting designates otherwise:

- (A) Call of the roll or determination of quorum
- (B) Reading or disposal of minutes of last members' meeting
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Election of Directors (annual meeting only)
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

No meeting otherwise properly convened under these Bylaws shall be considered invalid for failure to follow the above order of business.

3.10 Minutes. Approved minutes of all meetings of the Members and of the Board shall be kept as official business records of the Association.

3.11 Right to Speak. Members have the right to attend all Members meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. A Member shall have the right to speak for at least three (3) minutes on any such item. The Board may adopt written reasonable rules governing the frequency, duration, and other manner of Member statements, which rules must be consistent with this subsection.

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles and Bylaws, shall be exercised by the Board, subject to approval or consent of the Owners only when such is specifically required.

4.1 Number and Terms of Office. The number of Directors which shall constitute the whole Board of Directors shall be seven (7). The system of staggered terms previously established shall be maintained. All Directors shall be elected for a term of two (2) years each. A Director's

term will end at the annual election at which his or her successor is to be duly elected, unless he or she sooner resigns or is recalled as provided for in Section 4.5 below or the Director is no longer qualified as required by these Bylaws. Directors shall be elected by the Members as described in Section 4.3 below, or in the case of a vacancy, as provided for in Section 4.4 below.

4.2 Qualifications. Each Director must be an Owner or Primary Occupant or the spouse of an Owner or Primary Occupant. In the case of a Lot owned by a corporation, limited liability company, partnership, or other entity, any officer, manager, or partner of the corporation, limited liability company, partnership or other entity that occupies the applicable Lot as their full or part time personal residence is eligible for election to the Board. If a Lot is held in trust, the trustee, grantor or settlor of the trust, or any one of the beneficial owners residing in the Lot is eligible for election to the Board.

4.3 Nominations and Elections. Nominations for election to the Board shall be made in writing at least forty (40) days in advance of the election. Election to the Board shall be by secret ballot. At such election the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected, except that a run-off shall be held to break a tie vote. Cumulative voting and voting by general proxy in elections is not permitted.

4.4 Resignation; Vacancies on the Board. Any Director may resign at any time by giving written notice to the Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. If the office of any Director becomes vacant for any reason, a successor may be appointed by the Board. The successor so appointed shall serve until the next annual meeting, at which time the seat will be elected by the Members and maintain the staggering of terms previously established whereby the candidates receives the most votes shall serve the longer terms, and the candidates elected and receiving the fewest votes shall serve the shorter term. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the Members shall elect successors at a special meeting.

4.5 Removal of Directors. Any Director may be removed, with or without cause, by a majority vote of the total Voting Interests, either by a written agreement or at a meeting called for that purpose. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given. If removal is affected by written agreement, the vacancy or vacancies shall be filled as provided by law. If removal is affected at a meeting, any vacancies created thereby shall be filled by the members at the same meeting. Any Director who is removed from office is not eligible to stand again for election to the Board until the next annual election and must turn over to the Association within seventy-two (72) hours all records and other property of the corporation in his possession. If a Director who is removed does not relinquish his office or turn over records as required, the circuit court in the county where the Association has its principal office may summarily order the Director to relinquish his office and turn over corporate records upon

application of any member. In any such action, the prevailing party shall be entitled to recover its attorney fees and costs.

4.6 Organizational Meeting. The organizational meeting of a new Board shall be held within ten (10) days after the election of new Directors, at such place and time as may be fixed and announced by the Directors at the annual meeting at which they were elected. The organizational meeting may be held immediately after the adjournment of the annual meeting.

4.7 Other Meetings. Meetings of the Board may be held at such time and place as shall be determined from time to time by the President, or in his or her absence, a Vice-President, or by at least one-third (1/3) the Directors at any time. It shall be the duty of the Directors, the President, or a Vice-President, to call such a meeting whenever so requested by the Association Members constituting at least twenty percent (20%) or more of the total Voting Interests. Notice of meetings shall be given to each Director at least two (2) days prior to the meeting.

4.8 Notice to Owners. Meetings of the Board shall be open to Members except for meetings in regards to personnel discussions and meetings between the Board and its attorney with respect to proposed or pending litigation or where the discussion would otherwise be governed by the attorney-client privilege, and notices of all Board meetings, together, shall be posted conspicuously in the community at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which rules affecting the use of a Lot or Special Assessments are to be considered shall specifically contain a statement that rules or Special Assessments will be considered and the nature of the rule or Assessments and shall be mailed, delivered or electronically transmitted and posted at least fourteen (14) days in advance.

4.9 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver is deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

4.10 Quorum of Directors. A quorum at a Board meeting shall be attained by the presence in person of a majority of all Directors. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

4.11 Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board, except when approval by a greater number of Directors is required by the Governing Documents or by applicable statutes. A Director who is present at a meeting of the Board is deemed to have voted in favor of every action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes of each meeting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election

or removal of officers.

4.12 Adjourned Meetings. A majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specified later time. When the meeting is reconvened, provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted.

4.13 Attendance at Board Meetings. A Director may participate in a Board meeting via telephone, real-time videoconferencing, or similar real-time electronic or video communication and such participation counts toward a quorum, and such Director may vote as if physically present. Directors may use e-mail as a means of communication, but may not cast a vote on an Association matter via e-mail unless authorized by law.

4.14 The Presiding Officer. The President of the Association, or in his or her absence, the Vice- President, is the presiding officer at all meetings of the Board. If neither officer is present, the presiding officer shall be selected by majority vote of the Directors present.

4.15 Directors' Fees and Reimbursement of Expenses. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses related to the proper discharge of their respective duties.

4.16 Committees. The Board and/or the President may appoint from time to time such standing or temporary committees, including a search committee, as the Board and/or the President may deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Only committees assigned with the power to make final decisions regarding the expenditure of Association funds or committees vested with the power to approve or disapprove architectural decisions with respect to Lots are required to hold meetings with the same formalities as required for Board meetings.

4.17 Emergency Powers. The Board of Directors may exercise the emergency powers authorized by Sections 617.0207, 617.0303, and 720.316 Florida Statutes, as amended from time to time hereafter.

4.18 Fiduciary Duty. Each Director and each officer have a fiduciary relationship with the Members. This fiduciary relationship imposes obligations of trust and confidence in favor of the Association and its Members. It requires each Director to act in good faith and in a manner he or she believes to be in the best interests of the Members. It means Directors must exercise the care and diligence of an ordinarily prudent person when acting for the community, and it requires each of them to act within the scope of their authority.

Directors and officers of the Association must devote enough time and effort to the performance of their duties to ensure that they are reasonably and faithfully carried out on behalf of the

Association. The fact that the Association is a corporation not for profit, or that the members of the Board are volunteers and unpaid, does not relieve them from the standards of trust and responsibility that the fiduciary relationship requires. When confronted with an issue involving special expertise such as a question of law, building or construction matters, insurance or accounting questions, or other similar issues, the law also contemplates that the Board or an officer will seek the appropriate advice of a professional considered competent in the field and rely upon that advice provided.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority vote of the Board. Any officer may be removed with or without cause at any meeting by a majority vote of the Directors. Any officer so removed shall return all books, records and property of the Association to the Association within seventy-two (72) hours of their removal. Any person except the President may hold two (2) or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one (1) Vice-President, assistant secretaries or assistant treasurers and such other Officers and agents as may be deemed necessary.

5.2 President. The President shall be the Association's chief executive officer; shall preside at all meetings of the Members and Board; shall have the power to appoint such committees from among the Members at such times as he or she may, in his or her discretion, determine appropriate to assist in the conduct of the affairs of the Association; shall be *ex-officio* a member of all standing committees; shall have general and active management of Association business; and shall see that all orders and resolutions of the Board are carried into effect. The President shall execute bonds, mortgages and other contracts and documents requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board to some other officer or agent of the Association.

5.3 Vice-Presidents. The Vice-Presidents, in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board shall assign.

5.4 Secretary. The Secretary shall attend meetings of the Board and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be recorded in a book, books, or permanent electronic records to be kept for the purpose, and shall perform like duties for standing committees when required. The Secretary shall give, or cause to be given, proper notice of all meetings of the members, and of the Board, and shall perform such other duties as may be prescribed by the Board or the President. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

5.5 Treasurer. The Treasurer shall have the custody of Association funds and securities, and be responsible for the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association. The Treasurer is responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as are selected by the Board. The Treasurer shall oversee the disbursement of Association funds, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at meetings of the Board, or whenever they may require it, a full accounting of all transactions and of the financial condition of the Association. The Treasurer shall prepare an annual budget of estimated revenues and expenses to present to the Board of Directors for approval. Any of the foregoing duties may be performed by an Assistant Treasurer, if one is elected.

5.6 Compensation of Officers. No compensation shall be paid to any officer for services as an officer, nor may the Board employ officers or Directors as employees of the Association.

5.7 Management, Employees and Consultants. The Association may contract for the management and maintenance of the Association and the Property and to authorize management agents, employees and consultants to assist the Association in carrying out its power and duties by performing such functions as reviewing and evaluating the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Governing Documents and Florida law, including, without limitation, the making of Assessments, promulgation of Rules and Regulations and execution of contracts on behalf of the Association.

6. FISCAL MATTERS. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions.

6.1 Depository. The Association shall maintain its funds in such accounts at financial institutions as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The foregoing notwithstanding, the Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities and other similar investment vehicles.

6.2 Accounts of the Association. The Association shall maintain its accounting books and records according to generally accepted accounting principles. There shall be an account for each Lot. Such accounts shall designate the name and mailing address of each Lot, the amount and due date of each Assessment or charge against the Lot, amounts paid, date of payment and the balance due.

6.3 Budget. The Treasurer shall prepare, and the Board shall adopt a budget of estimated revenues and expenses for each coming fiscal year. Once adopted, the Association shall provide to each Member a copy of the annual budget or a written notice that a copy of the budget is

available upon request at no charge to the Member prior to the beginning of each fiscal year. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the end of the current year shall be shown and all fees or charges for recreational amenities shall be set out separately.

6.4 Reserves. The Board of Directors may establish in the budget one (1) or more reserve accounts for capital expenditures, deferred maintenance, or contingency reserves for unanticipated operating expenses. Board adopted reserve funds are not controlled by Chapter 720 Florida Statutes and therefore may be spent, waived or used as approved by the Board. Membership adopted reserves are restricted by Chapter 720, Florida Statutes and therefore Membership adopted reserves may only be used, waived or reduced on a yearly basis according to Chapter 720 Florida Statutes. The purpose of reserves is to provide financial stability and to avoid the need for Special Assessments. The annual amounts proposed to be so reserved shall be shown in the annual budget.

6.5 Assessments; Installments. As reflected in the Declaration, the Association levies annual Individual Lot Assessments, Landscaping Assessments, and Special Assessments. The annual assessment is based on an adopted budget and shall be paid in quarterly installments, in advance, due on the first day of the quarter of each year. Written notice of the Assessments shall be sent to the owners of each Lot prior to the first quarterly installment being due, but failure to send (or receive) such notice does not excuse the obligation to pay. If an annual budget for a new fiscal year has not been adopted, or if notice of any increase has not been made at the time the payment for the first quarterly installment is due, it shall be presumed that the amount of such installment is the same as the last quarterly installment, and payments shall be continued at such rate until a budget is adopted and new Assessments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each unit's next due quarterly installment. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date shall accrue interest from the due date at the highest rate allowed by law and shall incur a late fee determined by the Board and not to exceed the highest amount allowed by law.

6.6 Non-Emergency Special Assessments. Special Assessments may be imposed when necessary to meet unusual, unexpected, unbudgeted or non-recurring expenses, or for such other purposes as are authorized by the Declaration and these Bylaws. The levying of 1) any non-emergency Special Assessment exceeding two hundred dollars (\$200.00) per Lot; or 2) more than two (2) separate non-emergency Special Assessments less than \$200.00 per Lot in any calendar year, shall require the affirmative assent of a majority (51%) of Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws. The Board may, without a vote of the Members, levy not more than two (2) separate non-emergency Special Assessments of \$200.00 or less per Lot in any calendar year. Special Assessments are due on the day specified in the resolution of the Board approving such Assessment. The notice of any Board meeting at which non-emergency Special Assessment will be considered shall be given as provided in Section 4.8 above; and the notice to the Owners that the Assessment has been levied must

contain a statement of the purpose(s) of the Assessment.

6.7 Fidelity Bonds. The President, Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be acquired by law or otherwise determined by the Board. The premiums on such bonds are a Common Expense.

6.8 Delegation of Spending Authority. The Board may, but shall not be required to, delegate authority to an officer or officers, or to its community association manager, to incur debts and obligations on behalf of the Association without a vote of the Board and up to specific limitations adopted by the Board from time to time. Any such resolution delegating authority shall be adopted by the Board at an open and duly noticed Board meeting.

6.8 Financial Reports. Not later than ninety (90) days after the close of each fiscal year, the Board shall cause to be prepared a financial report as prescribed in 720.303, Florida Statutes. The Association shall provide each member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member.

6.9 Audits. A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the voting interests, or by a majority of the Directors, shall be made by a certified public accountant, and a copy of the audit report shall be available to all members.

6.10 Application of Payments and Co-Mingling of Funds. All monies collected by the Association may be co-mingled in a single fund or divided into two (2) or more funds, as determined by the Board. Regardless of any restrictive endorsement all payments on account by an Owner shall first be applied to late fees, interest, costs, attorney fees, other charges, fines and then to regular or Special Assessments.

6.11 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year and end on December 31 that same calendar year.

7. RULES AND REGULATIONS; USE RESTRICTIONS. The Board may, from time to time, adopt and amend administrative Rules and Regulations governing the use, maintenance, management and control of the Common Areas, the Lots and the operation of the Association.

8. COMPLIANCE AND DEFAULT; REMEDIES. In addition to the remedies provided in the Declaration, the following shall apply.

8.1 Fines; Suspensions. The Board may levy fines and/or suspensions against Members, or Members' tenants or guests, or both, who commit violations of Chapters 617 or 720, Florida Statutes, the provisions of the Governing Documents, or the Rules and Regulations, or who condone such violations by their family members, guests or lessees. Fines shall be in amounts deemed necessary by the Board to deter future violations. As allowed by law, fines shall be secured by a lien on the Owner's Lot. Suspensions of the use of Common Areas, facilities and common non-essential services (e.g. bulk cable tv and/or internet) may be imposed for a

reasonable period of time to deter future violations. The procedure for imposing fines or suspending use rights shall be as follows:

(A) Notice. The party against whom the fine and/or suspension is sought to be levied or imposed shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and not more than ninety (90) days from the issuance of said notice, and the notice shall include:

- (1) a statement of the date, time and place of the hearing;
- (2) a short and plain statement of the specific facts giving rise to the alleged violation(s);
- (3) the possible amounts of any proposed fine and/or possible use rights of Common Areas or facilities to be suspended;
- (4) the specific action required to cure such violation, if applicable; and
- (5) access information if held by telephone or other electronic means.

(B) Hearing. At the hearing the party against whom the fine and/or suspensions may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) Members appointed by the Board, none of whom may then be serving as Directors or officers, or who are employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. An Owner has the right to attend his or her hearing by telephone or other electronic means. If the committee, by majority vote, does not agree with the proposed fine and/or suspension, it may not be levied or imposed. The hearing is exempt from the notice and openness requirements of Section 4.8 above.

8.2 Suspensions and Fines without Hearing. The foregoing notwithstanding, as provided in 720.305(2)(b), Florida Statutes, no prior notice or opportunity for a hearing is required for the imposition of a fine or suspension upon any Member because of the failure of the Member to pay Assessments or other charges when due.

8.3 Correction of Health and Safety Hazards. Any violations of the Association rules which creates conditions of the property which are deemed by the Board to be a hazard to the public health or safety may be dealt with immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Lot Owner.

9. **AMENDMENT OF BYLAWS**. Amendments to these Bylaws shall be proposed and adopted in the following manner.

9.1 Proposal. Amendments to these Bylaws shall be proposed by a majority of the Board or upon petition of twenty-five percent (25%) of the Voting Interests, and shall be submitted to a vote of the Members not later than the next annual meeting.

9.2 Vote Required. Except as otherwise required by Florida law or as provided elsewhere in these Bylaws, these Bylaws may be amended if the proposed amendment is approved by a majority vote of the Members at any annual or special meeting of the Members called for that purpose, or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these Bylaws

9.3 Effective Date: An amendment shall become effective upon the recording of a copy in the Public Records of Sarasota County, Florida with the same formalities as are required in the Declaration for recording amendments to the Declaration.

10. MISCELLANEOUS.

10.1 Gender; Number. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

10.2 Severability. If any portion of these Bylaws is void or become unenforceable, the remaining provisions shall remain in full force and effect.

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration, or the Articles, the provisions of the Declaration or Articles shall prevail over the provisions of these Bylaws.