

6/28/2021 11:57 AM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2701319

(TC amendments)


This instrument was prepared by and after recording return to:  
Steven M. Falk, Esq.  
Falk Law Firm, P.A.  
7400 Tamiami Trail North, Suite 103  
Naples, Florida 34108  
(239) 596-8400

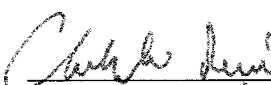
AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR ISLANDWALK AT THE WEST VILLAGES

THIS AMENDMENT is executed by DIVOSTA HOMES, L.P., a Delaware limited partnership authorized to do business in the State of Florida ("Declarant"). On January 26, 2006, Declarant recorded a Declaration of Covenants, Conditions and Restrictions for IslandWalk at the West Villages as Instrument #2006016370 of the Public Records of Sarasota County, Florida (the "Declaration"). Declarant reserved the right to amend the Declaration in Article XIII, Section 8 thereof.

NOW THEREFORE, Declarant hereby amends the Declaration as set forth in Exhibit "A" attached hereto.

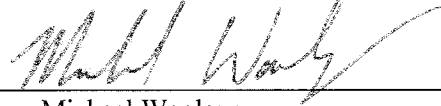
In the presence of:

  
Print Name: Colin R. Pember

  
Print Name: Christopher Pereira

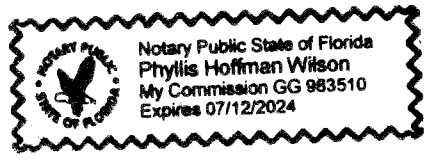
DIVOSTA HOMES, L.P., a Delaware limited partnership

By: DiVosta Homes Holdings, LLC, a Delaware limited liability company, its General Partner

By:   
Michael Woolery  
Its: Vice President-Land Acquisition  
Southwest Florida Division

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of JUNE, 2021, by (  ) physical presence or (  ) online notarization, by Michael Woolery, as Vice President-Land Acquisition, Southwest Florida Division of DiVosta Homes Holdings, LLC, General Partner of DiVosta Homes, L.P., on behalf of said limited liability company and limited partnership. He is personally known to me.



(SEAL)


  
Notary Public  
Print Name: Phyllis Hoffman Wilson  
My Commission Expires: 7/12/2024

EXHIBIT "A"

Additional language indicated by underlining.  
Deleted language indicated by ~~hyphens~~.

1. **Article I, Section 6, of the Declaration is hereby amended to create a new Section 6.1 as follows:**

Section 6.1 "ATTACHED HOME" shall mean two or more single family Homes sharing the entire roof and a common wall, known as a "Party Wall," between each unit. The center line of a party wall is the common boundary of the adjoining Home. Quads are excluded from this definition.

2. **Article II, Section (3)(9) of the Declaration is hereby amended as follows:**

(9) Perimeter Walls. The "Perimeter Walls" are those portions of IslandWalk at the West Villages which run along: (a) the outer perimeter of the IslandWalk at the West Villages adjacent to any public or private right-of-way, including chain link style fencing. The Association shall be responsible for all costs associated with all maintenance, repair and replacement of any portion of the Perimeter Walls necessary to maintain the Perimeter Walls in their original condition and use.

(9.1.) Barrier Walls. Barrier Walls are 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. The Association shall be responsible for all costs associated with all cleaning, maintenance, repair and replacement of any portion of the aforementioned walls. In the event any damage or destruction to a 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 specially assess said Owner for the costs of such repair and re-construction.

(9.2.) Attached Walls. 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.

3. **Article II, Section 6 of the Declaration is hereby amended by amending the heading and amending Section II(6)(1)(b) as follows:**

Section 6. COMMON AND ATTACHED STRUCTURAL ELEMENTS.

(1) Each building ("Building(s)") containing Attached Homes shall contain Common Structural Elements which include, but are not limited to, the following:

(b) Party Walls. ~~All division walls~~ "Party Walls" are common walls in Attached Homes that may extend into the lanais between the two (2) attached Homes located upon a Lot line between two (2) Homes, provided that the mere fact that such a division wall between two (2) attached 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.

[Remainder of Section II(6)(1) remaining unchanged]

4. **Article II, Section 7 of the Declaration is hereby amended as follows:**

Section 7. COVENANTS REGARDING ZERO-LOT-LINE SINGLE-FAMILY HOMES, WITH EXCEPTIONS

~~Without limiting the types of Homes which may be developed within IslandWalk at the West Villages, Declarant there are many constructed zero lot line 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, such Homes in addition to those set forth elsewhere in this Declaration, and may be modified, deleted, or supplemented by subsequent Amendment.~~

A. Maintenance of the Exterior of Zero Lot-Line a single-family Home. 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, the party wall, attached wall, entry doors, garage doors, and roofing. Each Owner shall maintain the exterior of his zero lot line exterior Single Family Home, including the walls (excluding the "Lot Perimeter Wall" as defined herein) and fences in good condition and repair. The Lot Perimeter Wall shall be defined to mean and refer to that exterior wall of a zero lot line single family home which is located approximately three feet one inch (3 ft. 1 in.) from the lot line or boundary. Notwithstanding the foregoing, the Association shall be responsible for the normal and routine cleaning and painting of the exterior walls, and the periodic cleaning of the roofs of such homes.

~~The Board may determine the need for cleaning and painting from time to time. All costs reasonably related to said repainting (including cleaning before repainting) by the Association shall be incurred as a Neighborhood Expense. The Neighborhood Assessment or Special Assessment which may be required to periodically clean and paint will be made pursuant to the assessment powers and hen rights set forth herein.~~

B. Zero Line Easement. Each Lot on Which a zero lot line single family Home is constructed is subject to an easement of approximately three feet one inch (3 ft. 1 in.) in width which extends from the front of the Home (street side) to the rear of the Lot

~~("Zero Line Easement"). The Zero Line Easement is in favor of the Owner of the Lot immediately adjacent to the easement. The Zero Line Easement is a result of building code requirements, which disallow a Lot Owner's roof from overhanging property which is not owned in fee by the Lot Owner. Therefore, each Lot Owner's roof overhangs a portion of his Lot, which is subject to the Zero Line Easement. Each zero lot line single family Home is constructed within a Lot such that one side of the Home, the side which includes the Lot Perimeter Wall (defined herein), is adjacent to the Zero Line Easement. A sketch of the Zero Line Easement is attached hereto and made a part hereof marked Exhibit "F."~~

~~C. Grantee of Zero Line Easement. The Owner of the Lot immediately adjacent to the Zero Line Easement is the grantee of the Zero Line Easement. Subject to the rights of the Association, the grantee is hereby granted the exclusive right to use and maintain real property within the Zero Line Easement. The Owner of the Lot on which the Zero Line Easement is located shall not be permitted to use or to maintain the real property within the Zero Line Easement (except for roof overhang), however, in the event of damage to his zero lot line single family Home, the Owner of the Lot on which the Zero Line Easement is located may enter upon the real property subject to the Zero Line Easement to perform repairs and replacements to his zero lot line single family Home.~~

~~D. Permissible uses of the Zero Line Easement. The Zero Line Easement area may be used by the grantee for maintenance, landscaping, and irrigation purposes. No landscaping material may be placed in the Zero Line Easement which would contact the Lot Perimeter Wall or the roof of the Home abutting the Zero Line Easement. No irrigation shall be permitted within the Zero Line Easement which could damage the Lot Perimeter Wall or roof of the Home abutting the Zero Line Easement.~~

~~E. Lot Perimeter Walls. Maintenance of the Lot Perimeter Wall shall be the obligation of the Owner of the Lot adjacent to the Lot Perimeter Wall. The adjacent Lot Owner shall have an easement over that portion of the adjacent Lot on which a Lot Perimeter Wall has been located, as specified herein, in order to maintain and to make superficial repairs to said Lot Perimeter Wall. However, in no event, shall any Person make any structural or other changes in the walls, including, but not limited to, change of paint color, without the express written approval of the Architectural Control Committee, as defined in Article XII hereinbelow. Structural repairs to the Lot Perimeter Wall shall be performed solely by the Association or its assigns. In the event the Board shall determine that the Lot Perimeter Wall has been damaged by the adjacent Lot Owner, that Owner shall be responsible for repairing such damage in a timely manner and in accordance with the standards established by the Board. In the event such repair is not so accomplished by said adjacent Lot Owner within thirty (30) days, unless extended by the Board, the Association shall have the right at reasonable times to enter the adjacent Lot to affect such repair, and the cost thereof shall be assessed to the adjacent Lot Owner, and, if not paid in a timely manner, shall become a Special Assessment upon such adjacent Lot.~~

~~F. Party Fences. Those walls or fences which are constructed between two adjoining Lots and are to be shared by the Owners of said adjoining Lots are to be known as and are hereby declared to be "Party Fences." Party Fences shall be the joint maintenance obligation of the Owners of the Lots bordering the fences. Each Owner shall have the right to full use of said fence subject to the limitation that such use shall not infringe on the rights of the Owner of the adjacent Lot or in any manner impair the value of said fence. Each Owner shall have the right and duty to maintain and to perform superficial repairs to that portion of a Party Fence which faces such Owner's Lot. The cost of said maintenance and superficial repairs shall be borne solely by said Owner. In the event of damage or destruction of the Party Fence from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Lot Owners, the Owners of the adjacent Lots shall, at their joint expense, repair and rebuild said fence within 30 days, unless extended by the Board. In the event it is necessary to repair or rebuild a Party Fence, the Owners shall agree on the cost of such repairs or rebuilding, and shall agree on the person or entity to perform such repairs, provided however, all such repairs must be performed by a qualified contractor. If the Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, each Owner shall choose a member of the Board to act as their arbiter. The Board members so chosen shall agree upon and choose a third Board member to act as an additional arbiter. All of the said Board members shall thereafter choose the person or entity to perform the repairs and shall assess the costs of such repairs in equal shares to the Owners. Whenever any such fence or any part thereof shall be rebuilt, it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location Where it was initially constructed. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one Lot Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If the Lot Owner shall refuse to repair or reconstruct the fence within 30 days, unless extended by the Board, and to pay his share, all or part of such cost in the case of negligence or willful misconduct, the Association may have such fence repaired or reconstructed and shall be entitled to a lien on the Lot of the Owner so for failing to pay for the amount of such defaulting Owner's share of the repair or replacement. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Lots shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent Lots to effect necessary repairs and reconstruction.~~

**5. Article II, Section 8(C) of the Declaration is hereby amended as follows:**

~~C. Maintenance of the Exterior of the Attached Homes. Except as provided herein which describes the Association's responsibility, 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. ~~The Association shall be responsible for the periodic cleaning of the exterior walls and shared roofing, and the periodic re-painting of the exterior walls of the attached Home.~~~~

~~Repainting of the exterior surfaces of an attached Home shall be done uniformly at the same time for the entire attached Home Building Neighborhood by the Association.~~

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 forbidden without the adjoining Owner's permission, and approval by the Architectural Control Committee. If the Owners cannot agree on the need to repaint the Attached Home building or, having agreed on the need to repaint, cannot agree on the color selected, each Owner shall choose a member of the Board to act as their arbiter. The Board members so chosen shall agree upon and choose a third Board member to act as an additional arbiter.

~~\_\_\_\_\_The Board shall determine the need for repainting from time to time. All costs reasonably related to said repainting (including cleaning before repainting) by the Association shall be incurred as an attached Home Building Expense Neighborhood Expense. The attached Home Neighborhood Assessment or Special Assessment required to periodically clean and repaint the exterior of the attached Homes by the Association in accordance with this Article, will be made pursuant to the assessment powers and lien rights set forth herein.~~

**6. Article II, Section (8)(E) of the Declaration is hereby amended as follows:**

~~\_\_\_\_\_E.\_\_\_\_\_ Party Fences. Those walls or fences which are constructed between two adjoining Lots and are to be shared by the Owners of said adjoining Lots are to be known as and are hereby declared to be "Party Fences." Party Fences shall be the joint maintenance obligation of the Owners of the Lots bordering the fences. Each Owner shall have the right to full use of said fence subject to the limitation that such use shall not infringe on the rights of the Owner of the adjacent Lot or in any manner impair the value of said fence. Each Owner shall have the right and duty to maintain and to perform superficial repairs to that portion of a Party Fence which faces such Owner's Lot. The cost of said maintenance and superficial repairs shall be borne solely by said Owner. In the event of damage or destruction of the Party Fence from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Lot Owners, the Owners of the adjacent Lots shall, at their joint expense, repair and rebuild said fence within 30 days, unless extended by the Board. In the event it is necessary to repair or rebuild a Party Fence, the Owners shall agree on the cost of such repairs or rebuilding, and shall agree on the person or entity to perform such repairs, provided however, all such repairs must be performed by a qualified contractor. If the Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, each Owner shall choose a member of the Board to act as their arbiter. The Board members so chosen shall agree upon and choose a third Board member to act as an additional arbiter. All of the said Board members shall thereafter choose the person or entity to perform the repairs and shall assess the costs of such repairs in equal shares to the Owners. Whenever any such fence or any part thereof shall be rebuilt, it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location where it was initially constructed. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of~~

~~one Lot Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If the Lot Owner shall refuse to repair or reconstruct the fence within 30 days, unless extended by the Board, and to pay his share, all or part of such cost in the case of negligence or willful misconduct, the Association may have such fence repaired or reconstructed and shall be entitled to a lien on the Lot of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Lots shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent Lots to effect necessary repairs and reconstruction.~~

**7. Article II, Section 9 of the Declaration is hereby amended as follows:**

Section 9. RULES AND REGULATIONS. The Association shall, from time to time, impose rules and regulations regulating the use and enjoyment of the Association Property, the Lots, the Homes and Improvements and other portions of the IslandWalk at the West Villages. The rules and regulations so promulgated shall, in all respects, be consistent with the provisions of the IslandWalk at the West Villages Documents. The rules and regulations shall not apply to Declarant as an Owner unless Declarant consents thereto.

**8. Article IV, Sections 1(D), (E) and (I) of the Declaration are hereby amended as follows:**

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 at the West Villages.

E. The right of the Association in accordance with its Articles, Bylaws, and this Declaration, with the vote or written assent of two-thirds (2/3) of the voting interests present and voting, in person or by proxy, at a meeting at which a quorum is present, to borrow money for the purpose of 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. The above requirement to obtain membership approval shall not apply to any borrowing or encumbrance for the purpose of repair or replacement of an existing asset through normal wear and tear, casualty loss, or otherwise.

[Sections (F), (G) and (H) remaining unchanged]

I. The right of the Association, by action of the Board, to reconstruct, replace, or refinish any Improvement or portion thereof upon the Association Property, in accordance with the original standard of construction of such Improvement and authorizing the Board to exercise discretion with respect to design and finishes.

**9. Article VI, Section 2 of the Declaration is hereby amended as follows:**

Section 2. ESTABLISHMENT OF LIENS. Each Assessment against a Home and Lot which has been conveyed declarant, together with Interest thereon and costs of collection, including, but not limited to, Legal Fees, shall be the personal obligation of the Owner of such Completed Home and Lot. Any and all Assessments made by the Association in accordance with the provisions of the IslandWalk at the West Villages Documents with Interest thereon and costs of collection, including, but not limited to, Legal Fees, are hereby declared to be a charge and continuing lien upon each Home and Lot against which each such Assessment is made. Said lien shall relate back and be effective as of the date of original recording of the original Declaration in the Public Records of the County. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, in the event an Institutional Mortgagee of record obtains title to a Home and Lot as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall be responsible for past due Assessments, interest, late fees, attorney's fees, costs and all other monetary obligations in accordance with Section 720.3085, as amended from time to time.

**10. Article VI, Section 8 of the Declaration is hereby amended as follows:**

Section 8. CABLE TELEVISION SYSTEM. The Association shall have the right to enter into an agreement ("Cable Agreement") for cable television and data/internet service ("Cable Service") for Homes in IslandWalk at the West Villages. Any and all costs and expenses incurred by the Association under or pursuant to any Cable Agreement(s) entered into by the Association for Cable Service will be assessed against all Owners of Completed Homes (as hereinafter defined). The Board shall have the right, but not the obligation, to contemplate that the Cable Service may include features in addition to television reception such as, but not limited to, long distance telephone or other features. Notwithstanding anything to the contrary contained in this Declaration, the costs and expenses charged to the Association under the Cable Agreement shall be apportioned equally, but only amongst those Homes with respect to which the Association is being charged under or pursuant to the Cable Agreement except to the extent, if any, that any Owner elects to receive an "Optional Cable Service" (being a service not automatically received by all Owners entitled to receive Cable Service pursuant to the Cable Agreement). Each Owner who receives an Optional Cable Service, if any, shall be responsible for paying for the costs thereof. The foregoing shall in no way obligate Declarant or the Association to enter into a Cable Agreement.



**11. Article VII, Sections 2 and 3 of the Declaration are hereby amended as follows:**

Section 2. ASSESSMENT PAYMENTS. Individual Home Assessments and Neighborhood Assessments shall be payable quarterly, in advance, on the first day of each month. Quarterly Assessments not paid within thirty (30) days of their respective due dates will incur a late charge not to ~~exceed thirty (\$30.00) Dollars. Quarterly Assessments not paid within sixty (60) days of their respective due date will incur a late charge not to exceed fifty (\$50.00) Dollars. Quarterly Assessments not paid within ninety (90) days of their respective due dates will incur a late charge not to exceed seventy (\$70.00) Dollars~~ exceed the maximum amount allowed by law. Notwithstanding the foregoing, the Board has the right to change the method and frequency of the payments of Individual Home Assessments and Neighborhood Assessments. Individual Home Assessments and Neighborhood Assessments, and the quarterly installments thereof, may be adjusted from time to time by the Board due to changes in the Budget or in the event the Board determines that an Assessment or any installment thereof is either less than or more than the amount actually required.

Section 3. SPECIAL ASSESSMENTS. Special Assessments include Assessments designated as Special Assessments in the IslandWalk at the West Villages Documents, whether or not for a cost or expense which is included within the definition of "Community Expenses," and those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring Improvements for, or on, the Association Property or the cost (whether in whole or in part) of reconstructing or replacing such Improvements. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Individual Home Assessment. Any Special Assessments assessed against Completed Homes and the Owners thereof shall be paid by such Owners in addition to any other Assessments and shall be assessed in the same manner as the Individual Home Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. ~~Notwithstanding the foregoing,~~ The levying of any Special Assessment after the Turnover Date shall require the affirmative assent of a majority (51%) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws.

Passage of special assessments. Before turnover, the Board of Directors controlled by the developer may not levy a special assessment unless a majority of the parcel Owners other than the developer has approved the special assessment by a majority vote at a duly called special meeting of the membership at which a quorum is present.

~~Prior to the Turnover Date, a Declarant controlled Board may make a Special Assessment without such vote of the Owners. Special Assessments are not included in the guarantee set forth in Section 5 below.~~

~~The Association may also levy a Special Assessment against the Homes in the Neighborhood attached Homes to reimburse the Association for costs incurred in bringing the Neighborhood attached Homes into compliance with the provisions of this Declaration, any amendments thereto, the Articles, the Bylaws, and the Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Committee and an opportunity for a hearing.~~

**12. Article VII, Section 7 of the Declaration is hereby amended as follows:**

Section 7. 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 be equal to two (2) months share of Assessments. The purpose of the Working Fund Contribution is to ensure that the Association will have cash available for initial start-up expenses, 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 or Neighborhood Assessments, nor are they required to be held in reserve. Working Fund Contributions may be used to offset Community Expenses. No Working Fund Contribution shall be levied against a conveyance resulting from the divorce of spouses, a conveyance between spouses or to a revocable trust or entity for estate planning purposes, or resulting from the death of the grantor.

**13. Article VIII, Sections 1(F), (H) and (I) of the Declaration are hereby amended as follows:**

F. The Association may, if the Board so determines, paint the exterior surface of the walls, doors, and window frames of the Homes within Quads. ~~attached Buildings (using the same color code as originally used, or color code last used.) by Declarant); Attached Homes would need agreement with the 2 or more single families in the Attached Homes to change the paint scheme and after review and approval by the ACC.~~ may, if the Board so determines, assume the responsibility to maintain all or a portion of the Common Structural Elements. (This is already covered in Article II, Section 8 Any proposed change in the paint scheme of Homes within the IslandWalk at the West Villages shall require the affirmative vote of seventy five percent (75%) of the Owners within that Neighborhood. There is hereby reserved in favor of the Association the right to enter upon any and all Lots for the purpose of such maintenance if the Board determines to assume such responsibility.

[Section (G) remaining unchanged]

H. The Association shall be responsible for maintenance and repair of the common mailboxes, ~~if any, and the cost thereof would be a Neighborhood Expense of the Neighborhood with such common mailboxes.~~

I. ~~Pursuant to the terms thereof, Declarant, The Association~~ is responsible for any maintenance, service, repair and replacement of ~~storm water~~ the Stormwater Management System and facilities located on the IslandWalk at the West Villages in accordance With the Drainage Easement(s) (i.e., those certain drainage easements, if any, set forth in a Plat. Declarant hereby assigns to the Association all of Declarant's obligations under the Drainage Easement(s), and The Association hereby assumes and agrees to be responsible for the Stormwater Management System and all Drainage Easement(s) (i.e., those certain drainage easements, if any, set forth in a Plat, of such obligations. All costs associated with such obligations under the Drainage Easement(s) are hereby deemed to be Community Expenses.

**14. Article VIII, Sections 2(A), (B), (C) and (K) of the Declaration is hereby amended as follows:**

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, 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, in accordance with Article II, Section 8, if any, which, if omitted, would adversely affect island Walk at the West Villages, the other Owners or the Association and its Members; however, notwithstanding the foregoing, the Board of Directors, in its sole business 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 Association Property 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,

[Sections (D) through (J) remaining unchanged]

K. 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 ~~or Declarant~~ shall have the right but not the obligation, upon fifteen (15) 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 sole discretion of the Association ~~or Declarant~~. Further, the Association shall be entitled, but not obligated, to perform such maintenance and care itself and to levy on the offending Owner an Assessment equal to the cost of performing such maintenance and any such Assessment shall constitute a lien upon the applicable Home with the same force and effect as a lien for Community Expenses.

15. Article VIII, Section (3) of the Declaration is deleted in its entirety and left intentionally blank for future use:

~~Section 3. NEIGHBORHOOD'S RESPONSIBILITY. Where appropriate and upon resolution of the Board, a Neighborhood shall be responsible for paying, through Neighborhood Assessments, the costs of maintenance of certain Association Property within or adjacent to such Neighborhood, which may include, without limitation, the costs of maintenance of any right of way and landscaped area between the Neighborhood and adjacent public roads, private streets within a Neighborhood, if any, and lakes within a Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association.~~

16. Article IX, Sections (1), (2) and (3) of the Declaration are hereby amended as follows:

Section 1. ENFORCEMENT. Failure of an Owner to comply with any limitations or restrictions in this Declaration or any of the IslandWalk at the West Villages Documents, or with any rules and regulations promulgated by the Association, shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof.

Notwithstanding the rights of the Association hereunder to enforce to the terms and provisions of the IslandWalk at the West Villages Documents, the SWFWMD shall also have the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel the Association to correct any failure by the Association to operate, maintain and repair the Stormwater Management System in accordance with the applicable environmental resource or surface water management permit issued for IslandWalk at the West Villages.

~~In addition to all other remedies, the Association may levy reasonable fines against any Owner or any Owner's tenant, guest or invitee for failure of such Owner, his or her family, guests, invitees, lessees or employees to comply with any of the IslandWalk at the West Villages Documents, provided the following procedures are adhered to:~~

~~A. Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation~~

~~without the necessity of a new hearing and without any limitation on the amount of such fine.~~

~~B. — Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty one (21) days after said meeting.~~

~~C. — Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.~~

~~D. — Fines. An Owner shall be responsible for all Legal Fees incurred in connection with the collection of a fine whether or not an action at law to collect said fine is commenced. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration.~~

~~E. — Failure to Pay Assessments. Notice and Hearing as provided in Subparagraphs A and B above shall not be required with respect to the imposition of suspension of use rights or fines upon any Owner because such Owner's failure to pay Assessments or other charges when due.~~

~~F. — Access. Suspension of use rights to Association Property shall not impair the right of an Owner or tenant of a Home to have vehicular and pedestrian ingress to and egress from such Home, including, but not limited to, the right to park.~~

In addition to all other remedies, the Board may levy fines and/or suspensions against members, or members' tenants or guests, or both, who commit violations of Chapter 720, Florida Statutes, the provisions of the IslandWalk at West Villages 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, but in no event shall any single fine exceed the maximum amount allowed by law. 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 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); and
- (3) the possible amounts of any proposed fine and/or possible use rights of Common Areas or facilities to be suspended.

(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) residential Lot Owners 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. If the committee, by majority vote, does not agree with the proposed fine and/or suspension, it may not be levied or imposed. If the committee agrees with the proposed fine and/or suspensions, the Board of Directors shall levy same.

(C) 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.

(D) Correction of Health and Safety Hazards. Any violations of the Association rules which creates conditions of the property which are deemed by the Board of Directors 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.

Section 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 at the West Villages, 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 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 determination shall be conclusive.

Section 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 reasonable rules and restrictions adopted by the Board. For the purposes of this Section, a "Truck" shall be defined as a vehicle with a bed behind the passenger cab, regardless of whether the bed is enclosed and shall not include any vehicle commonly known as an SUV. Vehicles shall not be parked overnight on Roads or swales. All commercial vehicles (i.e., any vehicle which has any exterior lettering or logo, or has visible tools or equipment), recreational vehicles, LSV's (low speed vehicle), utility trailers, campers, camper trailers, boats, watercraft, motorcycles, boat trailers, Trucks rated more than one-half ton capacity (i.e., larger than a Ford F 150 or GMC 1500), motor homes, buses, non-passenger vans (i.e., any van which does not have permanent installed seating for four or more passengers and does not have windows completely circling the exterior or is in excess of seventeen (17) feet in length), 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 at the West Villages, on any driveway serving any Lot or Home, or on any designated parking space within IslandWalk at the West Villages, except:

(1) recreational vehicle commonly called RV: For IslandWalk at the West Villages governance purposes, 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 at the West Villages HOA by the next business hours of the HOA. For the purposes of governing at the IslandWalk at the West Villages, RVs are further defined as: motor homes, motor coaches, campervans, caravans (also known as travel trailers and camper trailers), fifth-wheel trailers, popup campers and truck campers.

(2) commercial vehicles, including but not limited to, U-Haul style trucks and trailers, vans, Trucks delivering goods or furnishing services temporarily during daylight hours and (2) upon such portions of IslandWalk at the West Villages as the Board may, in its discretion, allow.

(3) Resident or lessee owned or leased RVs may be parked at the curb directly in front of the Owner's 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 at the West Villages Association.

(i) Successive day RV curb parking is prohibited.

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

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

Owner 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 vehicle repairs are allowed except for Owner owned vehicles. No Owner shall keep any vehicle or conduct vehicle repairs on any Lot, except fully enclosed within his or her garage, which is deemed to be a nuisance by the Board. No garage shall be used a living area. No garage shall be altered in such a manner that the number of automobiles which may be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.



**17. Article IX, Sections 5 of the Declaration are hereby amended as follows:**

Section 5. LEASES. No portion of a Home (other than an entire Home) may be rented. No entire Home may be rented for a term of less than six (6) consecutive months. Not less than ten (10) days after the effective date of any lease, the Owner shall furnish to the Association a copy of the lease and any information that the Association shall reasonably require. All leases shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable Rules and Regulations, or of any other agreement, document or instrument governing the Homes. The Owner of a leased Home shall be jointly and severally liable with his or her tenant for compliance with the IslandWalk at the West Villages Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinated to any lien filed by the Association whether before or after such lease was entered into.

**18. Article IX, Sections 7 of the Declaration are hereby amended as follows:**

Section 7. 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, ~~or~~ patio, ~~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. Additionally, no Owner shall make any improvement, addition or alteration to the interior of his or her Home that would affect the fire protection, electric, plumbing or other like system without the prior written approval of the ACC.

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.

**19. Article IX, Sections 9, 10, 11 and 12 of the Declaration are hereby amended as follows:**

Section 9. SLOPES AND TREES. 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 at the West Villages without the prior written consent of ~~Committee~~ the ACC.

Section 10. SIGNS, BANNERS, FLAGS AND FLAGPOLES. ~~No sign, banner, (specifically including, but not limited to political signs), display, poster, or other advertising device of any kind may be displayed in public view of any portion of any~~

Building or other Improvement in the IslandWalk at the West Villages or in or about an automobile without the prior written consent of the ACC. No sign, banner, display poster or advertising device of any kind or nature whatsoever, specifically including, but not limited to political signs or materials, regardless whether temporary or permanent in nature many be displayed in public view 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, without prior written consent from the ACC. Signs, regardless of size, used by Declarant its successors or assigns, for advertising during the construction and sale period of IslandWalk at the West Villages or other communities developed and/or marketed by Declarant or its affiliates and other signs authorized by Declarant shall be exempt from this Section. Such sign or signs as Declarant may be required to erect under the terms of an Institutional Mortgage shall be exempt from this Section.

(A) Exception. Home security notification signs, such as, but in no manner to be limited to, ADT Security 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.

(B) Flags. Any Owner may display one official, unaltered, portable, removable United States flag and one official unaltered, portable, removable flag of the State of Florida, or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or a POW-MIA flag. Any such flags shall be displayed in a respectful manner and be no larger than 4 1/2 feet by 6 feet. 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 Committee for latest instructions and requirements from local, state and Federal government prior to display.

(C) Flag Pole. 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 Statute, however, subject to all building codes, zoning setbacks and other applicable governmental regulations. The Owner is required to adhere to the requirements per Florida Statute, and the Owner will be subject to any and all remedial actions allowed by the City of North Port, and the governing documents of IslandWalk at the West Villages, and any associated monetary costs.

Section 11. TRASH AND OTHER MATERIALS. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the Lots and/or Association Property, or other portions of the IslandWalk at the West Villages, except in sanitary, Association contracted services self-looking 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. ~~and~~ No offensive odor shall be permitted to arise ~~therefrom~~ from the containers, barrels, or bags so as to render the IslandWalk at the West Villages 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 manner 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 clothing or other household items shall be hung, dried, or aired in such a way as to be visible from the Association Property or another Lot.

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 the IslandWalk at the West Villages (except when accumulated during construction by Declarant, during construction approved by the Association, or when accumulated by the Association for imminent pick-up and discard). 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 ~~trash receptacles~~ containers, barrels, and bags shall be removed no later than midnight on the day of pick-up.

Section 12. TEMPORARY STRUCTURES. No tent, shack, shed or other temporary building or Improvement, other than separate construction and sales trailers to be used by Declarant, its agents and contractors, for the construction, service and sale of IslandWalk at the West Villages or other communities, and other uses by the Association in the performance of their business, shall be placed upon any portion of the IslandWalk at the West Villages, 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:

(a) used as a residence, either temporarily or permanently. ~~or~~

~~——(b) parked upon the IslandWalk at the West Villages.~~

**20. Article IX, Section 16 of the Declaration is hereby amended as follows:**

Section 16. LANDSCAPING. ~~Any landscaping, artificial vegetation, exterior sculpture and similar items planted or placed upon any Lot must be approved in writing by the Committee prior to installation. The Owner assumes complete responsibility to maintain the landscaping planted by the Owner.~~ Any landscaping materials including but not limited to artificial vegetation or exterior sculpture planted or placed upon any Lot by the Owner shall be strictly limited as to number or quantity and 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 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. Any such seasonal decorations shall be located solely within Association maintained front and rear mulched areas, front door, and directly below the carriage style garage exterior lights.

Notwithstanding that an Owner has obtained the approval of the ACC Committee 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 Declarant 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 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 originally established by Declarant. 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.

**21. Article IX, Sections 19(b), 20, 22 and 23 of the Declarations are hereby amended as follows:**

Section 19. CONVEYANCES, TRANSFER AND ENCUMBRANCES OF HOMES.  
In order to assure a community of congenial residents and thus protect the value of the Homes in IslandWalk at the West Villages, the sale or lease of Homes shall be subject to the following provisions:

[no amendment to (a)]

(b) Lease Agreement Terms. Any and all lease agreements between an Owner and a lessee of such Owner shall be in writing, shall provide for a term of not less than six (6) months, and must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. The lease agreement shall also state the party who will be responsible for the assessments as stated above, and it shall be the obligation of all Owners to supply the Board with a copy of said written agreement prior to the lessee occupying the premises. ~~Unless provided to the contrary in a lease agreement,~~ An Owner, by leasing his Home, automatically delegates his right of use and enjoyment of the Association Property and facilities to his lessee; and in so doing, said Owner relinquishes said rights during the term of the lease agreement.

[Remainder of Article IX(19) remaining unchanged]

Section 20. CLOTHESLINES. No clothesline, or other similar device shall be allowed in any portion of the IslandWalk at the West Villages, unless within a Home and concealed from view from all other portions of the IslandWalk at the West Villages, or to the rear of the Home and concealed from view from all other portions of the IslandWalk at the West Villages and from the surrounding public areas. No towels shall be permitted to be hung from the balconies. No clothesline or other similar device shall be erected without application to, and permission received from the ACC.

Section 22. 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 installed by Declarant, at no time shall permanent hurricane shutter be permanently installed without the prior written approval of the ~~Committee~~ ACC. Storm shutters and panels which are not permanently installed shall be put in place or closed not more than ~~Five (5) days~~ ten (10) days before and ~~five (5) days~~ 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.

Small, clear, hurricane shield may be permanently attached on the exterior bathroom window.

Enclosures that have been approved by the ACC, that are not made of completely opaque material, and that are designed to screen the lanai only, for privacy, rain, wind and/or shade, (for example "Storm Smart" style roll-up screening installed within or on lanai openings) will not be considered hurricane shutters for purposes of the above-referenced ten (10) day restriction. Such wind screens when installed may be opened or closed at Owner discretion.

Section 23. ENCLOSURES. No enclosures of any kind, including but not limited to, glass and screen enclosures, shall be constructed or placed on the balconies, patios, or Lanais if applicable, without the prior written approval of the ACC Committee.

**22. Article IX, Section 26 of the Declaration is hereby amended as follows:**

Section 26. LIGHTING. Except for seasonal decorative lights, which may be displayed between ~~December 1,~~ November 20, and January 10 only, all exterior lights must be approved in writing by the Committee ACC. More specifically, but not limited to, exterior flashing lights, multi-colored lights, strobe lighting, annoyance level of brightness lighting, is not allowed. For purposes of this Section 26, a lanai is an exterior area.

**23. Article IX, Section 28 of the Declaration is hereby amended as follows:**

Section 28. WINDOWS. All draperies, curtains, shades, or other window coverings installed in a Home, and which are visible from the exterior of the Home, shall have a white backing, unless otherwise approved in writing by the ACC Committee.

**24. Article IX, Section 32 of the Declaration is hereby amended as follows:**

Section 32. TREE REMOVAL. No trees shall be removed, ~~except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the Committee, without the Association's approval and, also, the issuance of a permit to do so by local and/or State governing authorities.~~

**25. Article IX, Section 34 of the Declaration is hereby amended as follows:**

Section 34. BUSINESS USE. The Lots shall be used solely for single family purposes. Nothing herein shall be deemed to prevent an Owner from leasing a home to a single family, subject to all of the terms, conditions, and covenants contained in this

Declaration. ~~The Lots shall not be used in any trade, business, professional, or commercial capacity.~~ An in-home office or business may be allowed if there is no impact to the street and/or immediate neighbors by way of traffic volume, including street parking, noise, signage, products within view from the street or sidewalk, and after receiving written permission from the Association. It is the in-home office business owner's responsibility to obtain any and all business permits, and submit reporting, required by law. Vehicle repair restrictions are found in Section 3 of these DCCR's. Nothing contained herein shall prohibit Declarant from carrying on any and all types of construction activity necessary to complete IslandWalk at the West Villages, including the construction and operation of a sales model and office by Declarant until all of the Lots have been sold.

**26. Article IX, Section 36 of the Declaration is hereby amended as follows:**

Section 36. UNSIGHTLY CONDITIONS. All weeds, rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from the Homes and ~~for~~ Lots, and shall not be allowed to accumulate thereon. ~~All refuse containers (except on scheduled trash pick-up days);~~ All machinery, and equipment, grills, lawn chairs, bicycles, other similar items of personal property, and other Association unauthorized objects ~~and other similar items of personal property~~ shall be obscured from view of adjoining streets, Homes, Lots or Association Property. 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 at the West Villages; 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 by the usury laws of the State of Florida, shall be charged to the Owner and shall become a lien on the Home and/or Lot, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in this Declaration.

**27. Article IX, Section 38 of the Declaration is hereby amended as follows:**

Section 38. 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 ~~Committee~~ 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.

**28. Article XI, Sections 3, 6, and 9 of the Declaration are hereby amended as follows:**

Section 3. FIDELITY COVERAGE. Adequate 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.

Section 6. CANCELLATION OR MODIFICATION. All insurance policies purchased by the Association shall ~~provide~~ endeavor that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association and to each first mortgage holder, if any, named in the mortgage clause.

Section 9. WAIVER OF SUBROGATION. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, ~~the Owners~~, Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement of said persons, but only to the extent that such insurance proceeds are received in compensation for such loss.

**29. Article XII, Sections 2, 3, 4, 5, 6, and 7 of the Declaration are hereby amended as follows:**

Section 2. REVIEW OF PROPOSED CONSTRUCTION. No Improvements, including, by way of example and not of limitation, accessory structures, exterior lighting fixtures, screen doors, brick pavers, stamped concrete, concrete flatwork, basketball goals, buildings, fences, walls, pools, roofs, gutters or rain spouts, antennae, aerials, microwaves, reception devices, external enclosures (including patio screen enclosures), or landscaping (including hedges and massed plantings) shall be commenced, erected, installed, altered, modified, painted, planted, or maintained on the Committed Lands, including the Lots, nor shall any canopy, shutters, or window coverings be attached to or placed upon outside walls or roofs of any Home by any Owner other than Declarant,



unless such Improvements have been reviewed by and received the written approval of the ~~Committee~~ ACC in accordance with Paragraph B hereinbelow. Any Owner desiring to make Improvements shall submit three (3) complete sets of plans and specifications showing the nature, dimensions, materials and location of the same.

(A) The ~~Committee~~ ACC shall approve proposed plans and specifications submitted for its approval only if the proposed plans comply with any architectural standards and guidelines adopted by the Board from time to time and if it deems that the construction, alterations or additions contemplated will not be detrimental to the appearance of the surrounding area of the IslandWalk at the West Villages as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The ~~Committee~~ ACC may also issue rules or guidelines setting forth procedures for the submission of plans and specifications. If the proposed construction, alterations or additions are to a portion of the Improvements which the Association is obligated to maintain, said approval shall also be subject to approval by the Board. The ~~Committee~~ ACC may condition its approval of proposed plans and specifications in such a manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such plans.

(B) The ~~Committee~~ ACC shall have up to forty-five (45) days after delivery of all required materials and a complete application to approve or reject any such plans and, if not approved or rejected within such forty—five (45) day period, such plans shall be deemed approved, provided that, in any event, no such addition, construction or alteration shall be made by any Owner which is detrimental to or inconsistent with the harmony, appearance or general scheme of IslandWalk at the West Villages as a whole.

(C) Notwithstanding any provision in this Article XII to the contrary, the approval of the ~~Committee~~ ACC shall not be required for any additions, changes or alterations within any Homes if such additions, changes or alterations are not Visible from the outside of such Homes. All changes and alterations shall be subject, independently, to all applicable governmental laws, statutes, ordinances, rules and regulations.

(D) Notwithstanding anything to the contrary herein contained, no construction, reconstruction, addition or alteration by Declarant shall require the prior approval or any certificate of consent of the ~~Committee~~ ACC.

Section 3. MEETINGS OF THE COMMITTEE ACC. The ~~Committee~~ ACC shall meet from time to time as necessary to perform its duties hereunder. The ~~Committee~~ ACC may from time to time, by resolution unanimously adopted in writing designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the ~~Committee~~ ACC, except the granting of variances pursuant to Section 7 hereinbelow. In the absence of such

designation, the vote of any two (2) members of the Committee ACC, or of a majority of the members present, shall constitute an act of the Committee ACC.

Section 4. NO WAIVER OF FUTURE APPROVALS. The approval of the Committee ACC of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant. Similarly, the denial of approval by the Committee ACC of any plans and specifications or drawings for any work done or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

Section 5. COMPENSATION OF MEMBERS. The members of the Committee ACC shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 6. NON-LIABILITY OF COMMITTEE MEMBERS. Neither the Committee ACC nor any member thereof, nor its duly authorized Committee ACC representative, nor Declarant, shall be liable to the Association or to 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 of the Committee ACC's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The Committee ACC's review and approval or disapproval of plans submitted to it for any proposed Improvement shall be based solely on considerations of the overall benefit or detriment to the community as a whole. The Committee ACC 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 codes or standards, and no member or representative of the Committee ACC or the Association, nor Declarant, shall be liable for the safety, soundness, workmanship, materials or usefulness for any purpose of any such Improvement or alteration proposed by the plans. By submitting a request for approval, Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives of the ~~Committee ACC~~, Declarant, and the Association generally, from any loss, claim, damage or liability connected with or arising out of the proposed Improvements or alterations. Furthermore, approval by the Committee ACC of any plans and specifications does not excuse any Owner from also receiving approvals as required by all applicable governmental agencies.

Section 7. VARIANCE. The Committee ACC may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this

Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the Improvements for which the variance was granted.

**30. Article XIII, Section 2 of the Declaration is hereby amended as follows:**

Section 2. NOTICES. Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to (i) each Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Home owned by such Owner or by electronic mail to the email address provided to the Association for those Owners consenting to receive electronic notice; (ii) the Association, by certified mail, return receipt requested, at 19215 Tantino Drive, Venice, Florida 34293, or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (iii) Declarant, by certified mail, return receipt requested, at 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134, or such other address or addresses as Declarant shall hereafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners.

**31. Article XIII, Section 8(2) of the Declaration is hereby amended as follows:**

Section 8. AMENDMENT AND MODIFICATION. The process of amending or modifying this Declaration shall be as follows:

2. ~~After six (6) months~~ After the Turnover Date, this Declaration may be amended by: (i) the approval of a majority of the Owners present and voting, in person or by proxy, at a duly noticed meeting of the Members at which a quorum is present; together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the Owners owning a majority of the Homes may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.