

5/21/2021 3:01 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2682310

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

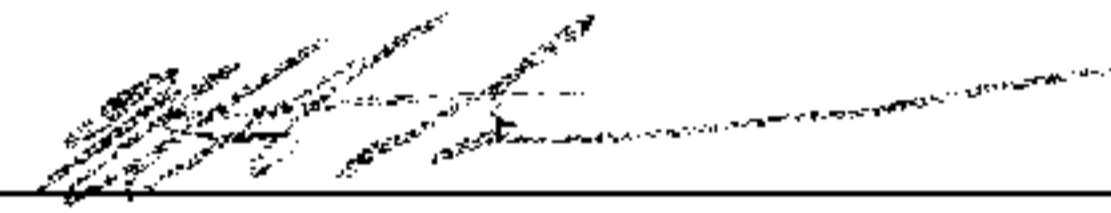
AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR ISLANDWALK AT THE WEST VILLAGES

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.

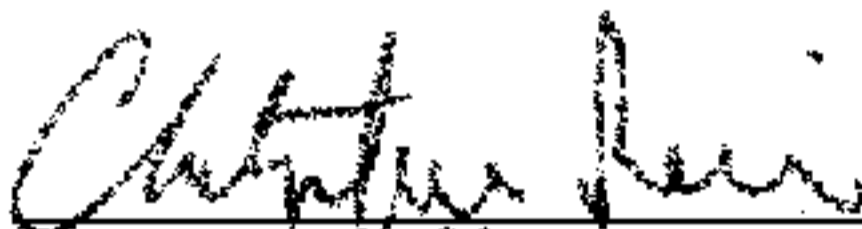
NOW THEREFORE, Declarant hereby amends the Declaration as set forth in Exhibit "A" attached hereto.

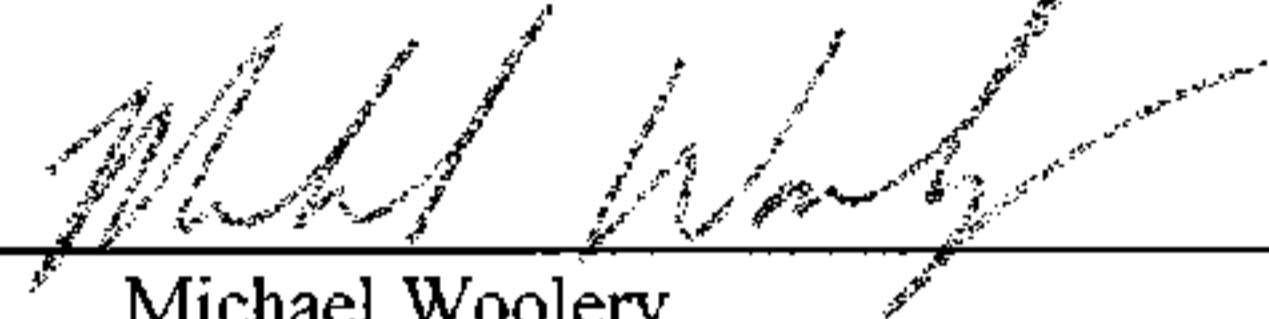
In the presence of:

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

  
Print Name: Christopher Perrine

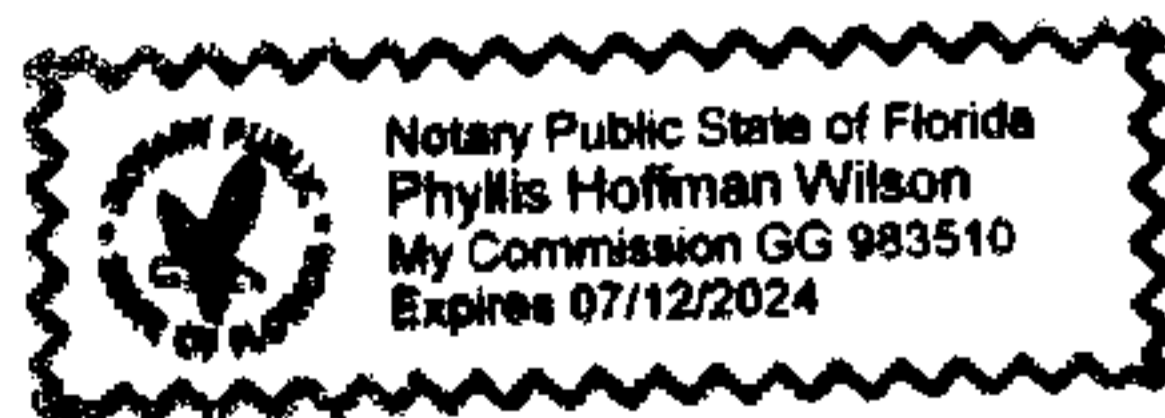
By: DiVosta Homes Holdings, LLC, a Delaware limited liability company, its General Partner

  
Print Name: Christopher Perrine

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 19<sup>th</sup> day of May, 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)

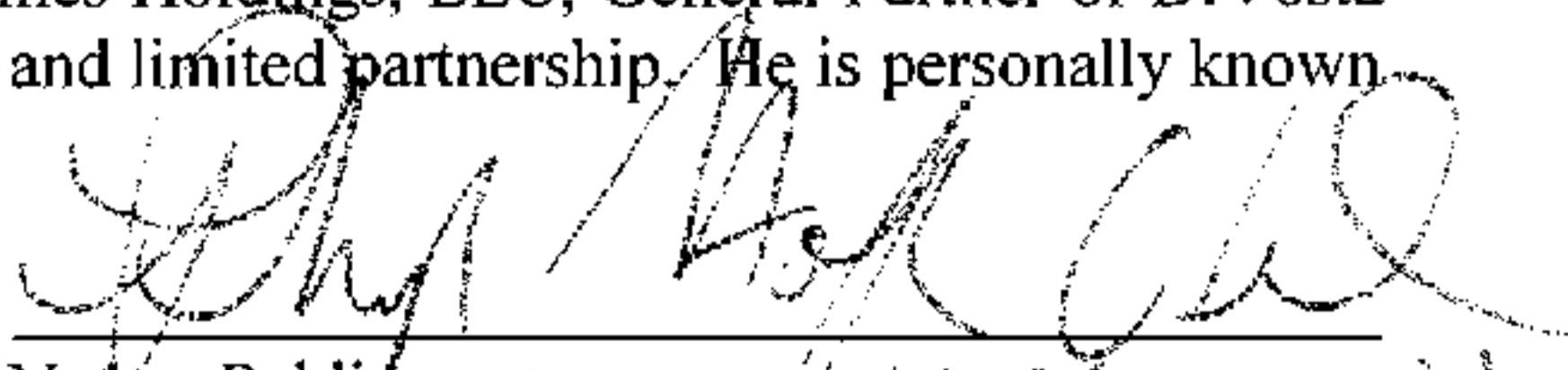
  
Notary Public  
Print Name: Phyllis Hoffman Wilson  
My Commission Expires: 7/12/2024

EXHIBIT "A"

Additional language indicated by underlining.

Deleted language indicated by ~~hyphens~~.

ARTICLE IV  
OWNERS' PROPERTY RIGHTS

Section 5. ACCESS EASEMENT. Declarant hereby reserves perpetual, nonexclusive easements of ingress and egress over and across any private Roads and driveways within or upon IslandWalk at the West Villages and all other portions of the Committed Lands which are necessary or convenient for enabling Declarant to carry on the work referred to in this Declaration and, notwithstanding anything to the contrary in the IslandWalk at the West Villages Documents, to perform any warranty work on Homes, regardless of whether Declarant owns such Home or any other Home or property in IslandWalk at the West Villages, which easements shall be for the use of Declarant, Declarant's employees, contractors and agents, Declarant's successors and assigns, Owners, and the respective lessees, employees, agents, invitees, and licensees of Declarant and Owners.

ARTICLE X  
DAMAGE OR DESTRUCTION TO ASSOCIATION PROPERTY  
AND OR COMMON STRUCTURAL ELEMENTS

Damage or destruction of all or any portion of the Association Property and/or Common Structural Elements, in the event the Board elects to have the Association insure same and/or be responsible for the repair and rebuilding of same, shall, notwithstanding any provision in this Declaration to the contrary, be handled as follows:

A. If insurance proceeds are sufficient to effect total restoration of damaged or destroyed Association Property and/or Common Structural Elements then the Association shall cause such Association Property and/or Common Structural Elements to be repaired and reconstructed substantially as it previously existed.

B. If insurance proceeds are insufficient to effect total restoration, and the cost of restoration exceeds such proceeds by 10% of the Association's total budget (including any reserves) in the year in which the damage or destruction occurs, or less Fifty Thousand Dollars (\$50,000.00) or less (Such amount is based on the value of the dollar in 2005 and shall be increased each year thereafter based upon increases in the Consumer Price Index), then the Association shall cause the Association Property and/or Common Structural Elements, to be repaired or reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Community Special Assessment for the restoration of Association Property or a Neighborhood Special Assessment for the

restoration of Common Structural Elements, but in either case proportionately against each of the Homes in accordance with the provisions of Articles VI and VII herein.

C. If the insurance proceeds are insufficient to effect total restoration and the cost of restoration of the Association Property and/or Common Structural Elements, exceeds said proceeds by over 10% of the Association's total budget (including any reserves) in the year in which the damage or destruction occurs, (Such amount is based on the value of the dollar in 2005 and shall be increased each year thereafter based upon increases in the Consumer Price Index), then by the written consent or vote of a majority of the voting interests, they shall determine whether: (a) to rebuild and restore either: (i) in substantially in the same manner as the Improvements existed prior to the damage or destruction; or (ii) in a manner less expensive, and in the event of (i) or (ii) to raise the necessary rebuilding and restoration funds by levying pro rata restoration and construction Special Assessments against all Homes; or (b) to not rebuild and to retain available insurance proceeds. In the event it is decided that the damaged or destroyed Association Property and/or Common Structural Elements shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be fully sodded and landscaped or otherwise treated in an attractive manner. Notwithstanding anything contained herein to the contrary, any decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall not be effective without the prior written approval of Declarant as long as Declarant owns any portion of the Total Lands.

D. Each Owner shall be liable to the Association for any damage to the Association Property and/or Common Structural Elements not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of his or her family, lessees, invitees and guest, both minors and adults.

E. In the event that the repairs and replacements were paid for by any Special Assessments as well as insurance proceeds and regular Assessments, then, if after the completion of and payment for the repair, replacement, construction or reconstruction there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of any repair, replacement, construction and reconstruction were first disbursed from insurance proceeds and regular Assessments and any remaining funds shall be deemed to be the remaining Special Assessment which shall be returned to the Owners by means of a *pro rata* distribution in accordance with the collection of such Special Assessment or the Owners shall be given a credit against future Individual Assessments.

F. The Board shall be entitle to retain an "Insurance Trustee" whose powers shall include holding all original policies purchased by the Association, being named as loss payee, distributing proceeds of such insurance, assisting in the reconstruction of improvements from insurance premiums and performing such other functions as necessary in connection with the foregoing.

ARTICLE XIII  
GENERAL PROVISIONS

Section 2.     NOTICES. Any notice or any 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; (ii) the Association, by certified mail, return receipt requested, at 13605 Tantino Blvd., Venice, FL 34293 ~~at 4500 PGA Boulevard, Suite 400, Palm Beach Gardens, Florida 33418~~, 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, FL 34134 ~~4500 PGA Boulevard, Suite 400, Palm Beach Gardens, Florida 33418~~, 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.