

Prepared by:
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AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
VILLAGEWALK OF BONITA SPRINGS

I HEREBY CERTIFY that the following amendments to the Declaration of Covenants, Conditions and Restrictions for Villagewalk of Bonita Springs were duly adopted by the Villagewalk of Bonita Springs Homeowners Association, Inc. membership at the duly noticed Member's Meeting of the Association on the 30th day of December, 2016 as a lawful continuation of the Members' Meeting originally scheduled for December 1, 2016. Said amendments were approved by a proper percentage of voting interests of the Association.

The original Declaration of Covenants, Conditions and Restrictions for Villagewalk of Bonita Springs, including the legal description of the Lee County, Florida real property subject to this amendment was recorded at Official Records Book 4392, Page 1358, et. seq., of the Public Records of Lee County, Florida.

Additions are underlined
Deletions are ~~stricken through~~

Section 13.1 of the Declaration of Covenants, Conditions, and Restrictions is deleted in its entirety and replaced with the following Section 13.1:

13.1 Maintenance of Exterior of Single Family Homes.

- A. Each Owner shall maintain the exterior of his single family home unit, including the walls and fences, in good condition and repair. Each Owner of a unit shall be responsible for the normal and routine cleaning and painting of the exterior walls, and the periodic cleaning of the roof of the Owner's unit.

- B. If Owners fail to properly maintain the exteriors of their units the Association shall then determine the need for cleaning and painting of the exterior of the units, including the roofs thereof, and may require the Owner of a unit to timely perform such cleaning and painting by so notifying the Owner. The cost of such cleaning and painting shall be borne solely by the Owner. Prior to the commencement of any painting, refurbishing, or modification of the exterior surfaces of a unit the Owner must obtain approval from the Association.

Section 14.3 of the Declaration of Covenants, Conditions, and Restrictions is deleted in its entirety and replaced with the following Section 14.3:

14.3 Maintenance of Exterior of Attached Homes.

- A. Each Owner shall maintain the exterior of his attached home unit, including but not be limited to, the exterior walls (including the "Lot Perimeter Wall" as defined herein) and shared roofing, in good repair. The Lot Perimeter Wall shall be defined to mean and refer to that exterior wall of an attached home which is located approximately three feet one inch (3 ft. 1 in.) from the lot line or boundary. Each Owner of an attached unit shall be responsible for the normal and routine cleaning and painting of the exterior walls, and the periodic cleaning of the roof of the Owner's unit.

- B. If Owners fail to properly maintain the exteriors of their units the Association shall then determine the need for cleaning and painting of the exterior of the units, including the roofs thereof, and may require the Owner of a unit to timely perform such cleaning and painting by so notifying the Owner. The cost of such cleaning and painting shall be borne solely by the Owner. Prior to the commencement of any painting, refurbishing, or modification of the exterior surfaces of a unit the Owner must obtain approval from the Association. If an Owner applies to perform exterior painting contemplated by this Section that is not required by the Association the requesting Owner shall secure the written consent of any other attached unit Owner, and if the attached unit Owner does not consent, the Association shall approve or deny the request at its discretion.

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Section 15.1 of the Declaration of Covenants, Conditions, and Restrictions is deleted in its entirety and replaced with the following Section 15.1:

15.1 Maintenance of Exterior of Townhouses.

- A. Each Owner shall maintain the exterior of his townhouse unit, including but not be limited to, the exterior walls and shared roofing. Each Owner of a unit shall be responsible for the normal and routine cleaning and painting of the exterior walls, and the periodic cleaning of the roofs of the Owner's unit.

- B. If Owners fail to properly maintain the exteriors of their units the Association shall then determine the need for cleaning and painting of the exterior of the units, including the roofs thereof, and may require the Owner of a unit to timely perform such cleaning and painting by so notifying the Owner. The cost of such cleaning and painting shall be borne solely by the Owner. Prior to the commencement of any painting, refurbishing, or modification of the exterior surfaces of a unit the owner must obtain approval from the Association. If an Owner applies to perform exterior

painting contemplated by this Section that is not required by the Association, the requesting Owner shall secure the written consent of any other attached unit Owner, and if the attached Home Owner does not consent, the Association shall approve or deny the request at its discretion.

VILLAGEWALK OF BONITA SPRINGS
HOMEOWNERS ASSOCIATION, INC.,
A Florida not for profit corporation

Maureen Hibbard
(Witnesses #1 sign)

MAUREEN HIBBARD
(Witnesses #1 print)

W White
(Witnesses #2 sign)

Dennis White
(Witnesses #2 print)

Michael Pace
By: Michael Pace
Title: President

STATE OF Florida
COUNTY OF Lee

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Michael Pace, as President of Villagewalk of Bonita Springs Homeowners Association, Inc., who is personally known to me or has produced his Driver's 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 this 5th day of January, 2017.

Tina Mai Miller
Notary Public, State of Florida
My commission expires: 4/23/2019

