

**Certificate of Amendment  
To The  
Bylaws of Village Run Homeowners Association**

**Village Run Homeowners Association** (Association) is the not-for-profit corporation in charge of the operation and control of a residential community known as Village Run, according to the Declaration of Covenants and Restrictions of Village Run as recorded at Official Records Book 1995, Page 2721 et. seq. of the Public Records of Sarasota County, Florida.

The following amendments to the Bylaws of the Association, which Bylaws were originally recorded at Official Records Book 1995, Page 2742 et. seq. of the Public Records of Sarasota County, Florida were approved by not less than a majority of all the members of the entire General Membership of the Association at a duly noticed and convened meeting of the General Membership held on September 19, 2001.

The Association certifies that all amendments were properly proposed and adopted as required by the subdivision documents and applicable law.

**Covenants and Restrictions**

Section 3.6.2 was deleted. New Sections 5.3; 5.4; 5.5; 5.6; 5.17; 5.21; 7.2; 7.3; 7.3.2; 7.3.4; and 7.5 are adopted as set forth below. The remaining sections of the Covenants and Restrictions are renumbered to be in sequential order.

**Bylaws**

New Sections 2.3; 5.; 5.2.2; 5.2.1; 5.2.2; 5.4; 5.18; 6.8 and 7.2 are adopted as set forth below. The remaining sections of the Bylaws are renumbered to be in sequential order.

5. USE RESTRICTIONS.

X 5.3 No leasing or renting of property will be permitted. All homes must be owner occupied.

5.4 Outside Storage of Personal Property. The personal property of any resident of the SUBJECT PROPERTY shall be kept inside the resident's UNIT or behind an ASSOCIATION approved enclosure which will screen the personal property from view. Items such as pool pumps, pool heaters, well pumps and other mechanical equipment may be screened behind an ASSOCIATION approved enclosure. Patio furniture and accessories, and other personal property commonly kept outside, must be neat appearing and in good condition. The ASSOCIATION, in approving any fence, wall, or enclosures, shall have the right to require all such fences, walls, and enclosures throughout

the SUBJECT PROPERTY to be of a specified standard type of construction and material, and shall have the right to prohibit any other types of fences, walls or enclosures, and shall further have the right to change such standard from time to time as the ASSOCIATION deems appropriate. No fences, walls or enclosures shall be installed without the consent of the ASSOCIATION as to the location and type of the fence, wall, or enclosures.

X 5.5 Portable Buildings. No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any LOT for storage or otherwise.

5.6 Garbage and Trash. Each OWNER shall regularly pick up all garbage, trash, refuse or rubbish on the OWNER's LOT. Garbage, trash, refuse or rubbish that is required to be placed at the front of the LOT in order to be collected may be placed and kept at the front of the LOT on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a UNIT or an ASSOCIATION approved fenced-in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

X 5.17 Signs. No signs shall be placed upon any LOT, and no signs shall be placed in or upon any UNIT which are visible from the exterior of the UNIT, without the prior written consent of the ASSOCIATION, except for one customary and usual "For Sale" advertising the LOT for sale. In the event any sign is installed on any LOT or on the exterior of any UNIT which violates this Paragraph, the ASSOCIATION shall have the right to remove such sign without notice to the OWNER, and the removal shall not be deemed a trespass and the ASSOCIATION shall not be liable to the OWNER for the removal or for any damage or loss to the sign.

X 5.21 Fences or Walls. Fences, walls or yard enclosures will not be allowed. The chain link fence located on the OWNERS LOT at 2212 East Village Court is permitted only because it had been grandfathered in. This fence will not be replaced by the same or different material if the current fence is ever removed by the current OWNER or future OWNER.

## 7. DEFAULT

7.2 Non-Monetary Defaults. In the event of a violation by any OWNER, or any person residing with them, or their guests or invitees, (other than the non-payment of any ASSESSMENT or other moneys) of any of the provisions of this DECLARATION, the ARTICLES, the BYLAWS or the Rules and Regulations of the ASSOCIATION, the ASSOCIATION shall notify the the OWNER of the violation, by written notice. If such violation is not cured within seven (7) days after such written notice the ASSOCIATION may, at its option:

7.3 Commence an action to enforce the performance on the part of the OWNER, or for such equitable relief as may be necessary under the circumstances, including injunctive relief. If any such action requires the ASSOCIATION to have access to the OWNERS property, the ASSOCIATION shall have the right to correct the violation in accordance with the laws of the County of Sarasota and the State of Florida without it being deemed

a trespass and the ASSOCIATION shall not be liable to the OWNER for any damage that results to the OWNERS property, and/or

7.3.2 Grant the OWNER an additional thirty (30) days to remedy the violation but this grant shall not operate as the ASSOCIATION'S waiver of any of the other remedies in Section 7.3.1, 7.3.3 & 7.3.4 herein.

7.3.4 Levy a fine of \$50 per month for a period of up to six (6) months. If the violation has not been cured during this six (6) month period a lien will be filed against the OWNERS property and foreclosure proceedings will take place as necessary in accordance with the laws of the County of Sarasota and the State of Florida after giving the OWNER a single notice of such violation and opportunity for hearing.

7.5 Responsibility of an OWNER for Occupants, Guests, and Invitees.

Each OWNER shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his UNIT, and for all guests and invitees of the OWNER or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the COMMON AREAS, or any liability to the ASSOCIATION, the OWNER shall be assessed for same as in the case of any other ASSESSMENT, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the ASSOCIATION. Furthermore, any violation of any of the provisions of this DECLARATION, of the ARTICLES, or the BYLAWS, by any resident of any UNIT, or any guest or invitee of an OWNER or any resident of a UNIT, shall also be deemed a violation by the OWNER, and shall subject the OWNER to the same liability as if such violation was that of the OWNER.

## BYLAWS

2.3 Member Register. The secretary of the ASSOCIATION shall maintain a register in the office of the ASSOCIATION showing the names and addresses of the members of the ASSOCIATION. It shall be the obligation of each member of the ASSOCIATION to advise the secretary of any change of address of the member, or of the change of ownership of the member's LOT, as set forth above.

## 5. DIRECTORS/OFFICERS

5.1.1. The affairs of the ASSOCIATION shall be managed by a BOARD of not less than three (3) nor more than 5 (five) directors. The number of directors may be changed at any meeting where the members are to elect any directors (i) by the then existing BOARD, if prior to such meeting of the members the BOARD votes to change the number of directors and such change is indicated in the notice of the meeting sent to the members, or (ii) by the members at the meeting prior to the election of directors. If the number of directors on the BOARD is not changed, then the number of directors shall be the same as the number on the BOARD prior to such meeting (plus any unfilled vacancies created by the death, resignation or removal of a director). In any event there shall always be an odd number of directors' seats on the BOARD.

5.2.1. The directors will consist of President, Vice President and Secretary/Treasurer.

5.2.2. The members shall elect directors at the annual members' meeting.

OFFICIAL RECORDS INSTRUMENT # 2002161616 4 895

5.4 Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, and the transaction of other business immediately after their election or within ten (10) days of such as such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5.18 Compensation. The Directors shall not be entitled to any compensation for serving as Director. The ASSOCIATION may reimburse any Director for expenses incurred on behalf of the ASSOCIATION without approval of the members.

6.8 Compensation. The officers shall not be entitled to compensation.

7.2 Depositories. The funds of the ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolution of the BOARD from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, directors or other persons as may be designated by the BOARD.

Bonnie L. Navarre  
Witness Signature

Village Run Homeowners Association

Bonnie L. NAVARRE  
Printed Name

Mary M. Donohue  
By: Mary M. Donohue, President

Diane Miller  
Witness Signature

Diane Miller  
Printed Name

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me the 1st day of Oct, 2002, by Mary M. Donohue, as President of Village Run Home Owners Association, a Florida corporation, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, he is personally known to me.



Notary Public, State of Florida  
BONNIE L. NAVARRE  
Commission # DD 024083  
Comm. Expires May 8, 2005

Bonnie L. Navarre  
Notary Public - State of

Bonnie L. NAVARRE  
Notary Print Name  
My Commission Expires: 5/8/05