

**AMENDMENT AND RESTATEMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
VILLAGE RUN**

This Amendment and Restatement to Section 5 of the Declaration of Covenants and Restrictions of Village Run is made this 15th day of February, 2023 by Village Run Homeowners Association, as follows:

5. USE RESTRICTIONS.

5.1. One UNIT Per LOT. No more than one UNIT shall be constructed on any LOT.

5.2. No Trade or Business. Except for home office activities which do not require public access, no trade, business, profession, or commercial activity, or any other nonresidential use, shall be conducted upon any portion of the SUBJECT PROPERTY or within any LOT or UNIT.

5.3. Leases. 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 location and type of the fence, wall or enclosures.

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 screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

5.7. Vehicles and Boats.

5.7.1. Only automobiles, vans, and other vehicles manufactured and used as private passenger vehicles, may be parked within the SUBJECT PROPERTY for longer than 48 hours without the prior written consent of the ASSOCIATION, unless kept within an enclosed garage. In particular and

without limitation, without the prior written consent of the ASSOCIATION, no vehicle containing commercial lettering, signs or equipment, and no truck, recreational vehicle, camper, trailer, or vehicle other than a private passenger vehicle as specified above, and no boat, may be parked or stored outside of a UNIT for longer than 48 hours.

5.7.2. No overnight parking is permitted on any streets, lawns, or areas other than driveways and garages, without the consent of the ASSOCIATION. Notwithstanding the foregoing, automobiles owned by governmental law enforcement agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the SUBJECT PROPERTY.

5.7.3. All vehicles parked within the SUBJECT PROPERTY must be in good condition and repair, and no vehicle which does not contain a current license plate or which cannot operate on its own power shall be parked within the SUBJECT PROPERTY outside of an enclosed garage for more than 24 hours, and no major repair of any vehicle shall be made on the SUBJECT PROPERTY.

5.7.4. Motorcycles, motorbikes, mopeds, all-terrain vehicles, and the like are not permitted to be operated within the SUBJECT PROPERTY or parked overnight outside of an enclosed garage, except with the prior written consent of the APPROVING PARTY which may be withdrawn at any time, and any permitted motorized vehicle must be licensed for street use and equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the SUBJECT PROPERTY.

5.8. Pets. No animals, livestock or poultry of any kind shall be permitted within the SUBJECT PROPERTY except for common household domestic pets. No pit bull terriers are permitted without the consent of the ASSOCIATION. Any pet must be carried or kept on a leash when outside of a UNIT or fenced-in area. No pet shall be kept outside of a UNIT, or in any screened porch or patio, unless someone is present in the UNIT. No pet shall be permitted to go or stray on any other LOT without the permission of the OWNER of the LOT. Any pet must not be an unreasonable nuisance or annoyance to other residents of the SUBJECT PROPERTY. Any resident shall immediately pick up and remove any solid animal waste deposited by his pet on the SUBJECT PROPERTY, except for designated pet-walk areas, if any. No commercial breeding of pets is permitted within the SUBJECT PROPERTY. The ASSOCIATION may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation of this paragraph.

5.9. Landscaping. It is the intent of the ASSOCIATION to abide by the "Florida Friendly" landscaping guidelines available from the State of Florida on the Internet: to encourage proper plant selection, mulching, watering, fertilization, pest and storm runoff control so as to protect the local wildlife, soil quality and water supply. The OWNER of each LOT containing a HOME shall be required to maintain the landscaping on his LOT, and on any contiguous property between his LOT and the pavement edge of any abutting road or the waterline of any abutting lake or canal, all in accordance with the landscaping plans approved by the ASSOCIATION, and in accordance with the provisions of this DECLARATION and the requirements of any controlling governmental authority. All such landscaping shall be maintained by the OWNER in good condition and appearance appropriate to the individual planting. As reasonably required, mowing, watering, trimming, fertilizing, and weed, insect and disease control shall be performed by the OWNER. All landscaped areas shall be primarily grass or gardens, and shall not be paved or covered with gravel or any artificial surface without the prior written consent of the ASSOCIATION. All dead or diseased sod, plants, shrubs, trees, or flowers and excessive weeds, underbrush or unsightly growth shall be promptly removed. Any material additions or substitutions thereof must be approved by the ASSOCIATION.

5.10. Maintenance. Each OWNER shall maintain his UNIT and all improvements and personal property upon his LOT in first class condition at all times. The exterior of all UNITS including but not limited to roofs, walls, doors, windows, patio areas, pools, screenings, and awnings shall be maintained in good repair and in a neat and attractive manner. All exterior painted areas shall be painted as reasonably necessary, with colors which are harmonious with other UNITS, and no excessive rust deposits on the exterior of any UNIT, peeling of paint or discoloration of same shall be permitted. No OWNER shall change the exterior color of his UNIT without the consent of the ASSOCIATION. All sidewalks, driveways and parking areas within the OWNER's LOT or serving the OWNER's UNIT shall be cleaned and kept free of debris; and cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary.

5.11. Air Conditioning Units. Only central air conditioning units are permitted for living spaces within HOMES. Window, wall, or portable air conditioning units are permitted only for garage spaces which cannot be air conditioned with central units.

5.12. Clotheslines and Outside Clothes Drying. No clotheslines or clothes poles shall be erected, and no outside clothes-drying is permitted, except where such activity is advised or mandated by governmental authorities for energy conservation purposes, in which event the ASSOCIATION shall have the right to approve the portions of any LOT used for outdoor clothes-drying purposes and the types of devices to be employed in this regard, which approval must be in writing.

5.13. Nuisances. No nuisances shall be permitted within the SUBJECT PROPERTY, and no use or practice which is an unreasonable source of annoyance to the residents within the SUBJECT PROPERTY or which shall interfere with the peaceful possession and proper use of the SUBJECT PROPERTY by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the OWNERS.

5.14. Outside Antennas and Flag Poles. With the exception of small dish antennas, no outside signal receiving or sending antennas, dishes or devices are permitted without the consent of the ASSOCIATION. The foregoing shall not prohibit any antenna or signal receiving dish owned by the ASSOCIATION which services the entire SUBJECT PROPERTY. No flag poles are permitted without the consent of the ASSOCIATION.

5.15. Further Subdivision. No LOTS shall be further subdivided without the prior written consent of the ASSOCIATION if same would result in the creation of more LOTS than before such re-subdivision. Notwithstanding the foregoing, portions of a LOT may be conveyed to the OWNER(S) of contiguous LOT(S) in order to increase the size of the contiguous LOT(S), so long as any remaining portion of the divided LOT not so conveyed is independently useful for the construction of a UNIT that complies with the requirements of this DECLARATION. If all of any LOT is divided between the contiguous LOTS in order to increase the size of the contiguous LOTS, then the OWNERS of the divided LOT shall be required to divide among themselves the vote and ASSESSMENT responsibility of the divided LOT pursuant to an instrument recorded in the Public Records of Sarasota County, Florida and approved by the ASSOCIATION.

5.16. Garbage Containers, Oil and Gas Tanks. All garbage and refuse containers, oil tanks, and bottled gas tanks, shall be underground or placed in walled-in, fenced-in or landscaped areas as approved by the ASSOCIATION so that they shall be substantially concealed or hidden from any eye-level view from any street or adjacent property.

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 or rent, and political signage within 60 days prior to an election. 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.

5.18. Boats. No boats may be kept or stored outside of any UNIT, without the prior written consent of the ASSOCIATION.

5.19. Surface Water Management. No OWNER or any other PERSON shall do anything to adversely affect the surface water management and drainage of the SUBJECT PROPERTY without the prior written approval of the ASSOCIATION and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or any portion of the SUBJECT PROPERTY.

5.20. Swimming Pools. No above-ground swimming pools, spas, or the like, shall be installed without the consent of the ASSOCIATION.

5.21. Fences or Walls. Fences or walls shall only be permitted in the rear of a LOT, having a maximum height of no greater than 48 inches, and must be maintained in good condition at all times. The ASSOCIATION, in approving any fence or wall as elsewhere provided, shall have the right to require all fences and walls 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 and/or walls, and shall further have the right to change such standard from time to time as the ASSOCIATION deems appropriate. No fences or walls shall be installed without the consent of the ASSOCIATION as to the location and type of the fence or wall.

5.22. Rules and Regulations. The ASSOCIATION may adopt additional, modify or delete any reasonable rules and regulations relating to the use and maintenance of the SUBJECT PROPERTY. Copies of such rules and regulations and amendments shall be furnished by the ASSOCIATION to any OWNER upon request.

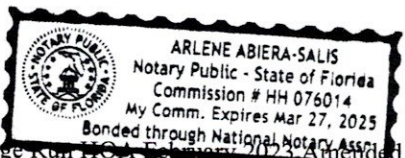
All other sections of this DECLARATION remain in force as originally created or amended.

IN WITNESS WHEREOF, DECLARANT has executed this DECLARATION this 4th day of May, 2023.

SIGNED Mary Donahue
Mary Donahue, President, Village Run Homeowners Association

NOTARIZED STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 4th day of May, 2023, by Mary Donahue, as President of Village Run Homeowners Association, Inc, a Florida not-for-profit corporation, on behalf of the Corporation.



Arlene Abiera-Salis
Notary Public, State of Florida

SIGNED

Gregory Diefenderfer
Gregory Diefenderfer, Secretary, Village Run Homeowners Association

NOTARIZED

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 21st day of April, 2023, by Gregory Diefenderfer, as Secretary of Village Run Homeowners Association, Inc, a Florida not-for-profit corporation, on behalf of the Corporation.

Kristina Finger
Notary Public, State of Florida

