

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF VILLAGE WALK SOUTH OF VERO BEACH

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF VILLAGE WALK SOUTH OF VERO BEACH, is made and executed as of the 9th day of April, 2008 by VILLAGE WALK SOUTH OF VERO BEACH HOMEOWNERS ASSOCIATION, INC.

WITNESSETH:

WHEREAS, Village Walk South Of Vero Beach Homeowners Association, Inc. (the "Association") is the successor to Village Walk South of Vero Beach, LLC., which by its Declaration of Covenants, Conditions and Restrictions dated the 15th day of July, 2002 and recorded on July 15, 2002 as No. 1365930 in the public records of Indian River County, Florida (the "Original Declaration") subjected the properties described therein to the governance thereof; and

WHEREAS, Village Walk South Of Vero Beach Homeowners Association, Inc. has properly taken control of the Homeowners Association from Village Walk South of Vero Beach, LLC., and is duly entitled to act for the members of the Association; and

WHEREAS, the Original Declaration provides for its amendment in Article 10.4, by the affirmative vote of seventy-five per cent (75%) or more of the Members present at a meeting of Members at which a quorum is present as provided in the By-laws; and

WHEREAS, the Association, as the duly authorized representative of the Lot Owners, wishes to amend certain provisions of the Original Declaration;

NOW, THEREFORE, in consideration of the above premises, Village Walk South Of Vero Beach Homeowners Association, Inc. hereby declares and restates that all of the properties described in the Original Declaration shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of such properties, which shall run with, benefit and burden such properties, be binding on all parties having any right, title or interest in or to any part of the described properties, including their heirs, successors and assigns, and which shall inure to the benefit of each of the properties' owners.

THE ORIGINAL DECLARATION IS HEREBY AMENDED AS FOLLOWS:

1. by deleting subsection (g) of section 1.1 in its entirety and by replacing it with the following:

(g) "Common Expenses" shall mean expenditures incurred by the Association with respect to the following:

(i) the maintenance, operation and other services required or authorized to be performed by the Association in relation to the Common Area including, but not limited to, the roads, the club house, entry gates, swimming pool, surface water management system, irrigation system, grounds, flower beds and other landscaped areas, the pond, the conservation area or otherwise;

(ii) the following limited maintenance responsibilities with respect to the following components of the dwelling units: the periodic re-painting of the exterior of the dwelling units (excluding the walls within the interior of the rear porches) and the periodic re-roofing of the dwelling units, both according to a planned schedule based on the life expectancy of such components. Repair of damage to such components caused by acts of god, wind, tropical storms or other severe weather events, shall be excluded from the Association's responsibilities;

(iii) the cutting of grass and trimming of shrubs and trees within the Lots and the repair, maintenance and operation of any portions of the irrigation system lying within the Lots.

2. by deleting the first sentence of subsection (n) of section 1.1 and by replacing it with the following:

(n) "Maintenance" shall mean, but not be limited to:

(i) maintenance, repair, cleanup, landscaping and grounds care with respect to Common Areas, including the roads, the club house, entry features, swimming pool, surface water management system, irrigation system, grounds, flower beds and other landscaped areas, the pond, the conservation area or otherwise;

(ii) the limited maintenance obligations with respect to the exterior of the dwellings located on the Lots and the roofs thereof as described in paragraph (ii) of subsection (g) of section 1.1 hereof.

3. by deleting Section 5.2 in its entirety and by replacing it with the following:

Section 5.2 Purpose of Assessments The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners, their guests, lessees and business invitees; for the improvement, repair, replacement and maintenance of the Common Area and the improvements or personal property located thereon; for certain limited maintenance obligations with respect to the exterior of the dwellings located on the Lots and the roofs thereof as described in paragraph (ii) of subsection (g) of section 1.1 hereof; for payment of all taxes assessed to the Association, if any, in respect of the Common Area or the improvements or personal property thereon, or both; and, for the general purpose of enabling the Association to perform and fulfill its authorized or required rights, duties and obligations.

4. by adding the following sentence after the word “repair” in Line 5 of Section 8.1:

Further, the Association shall have the non-exclusive right to perform the limited maintenance and repair operations with respect to the roofs and exterior walls of the dwelling units as set forth in paragraph (ii) of subsection (g) of section 1.1 hereof.

5. by deleting Section 5.6 in its entirety and by replacing it with the following:

Section 5.6 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting called for this purpose. Without limiting the generality of the foregoing, such assessments shall be deemed to include assessments for the cost of attorneys, engineers, surveyors, architects, drilling contractors,

laboratory analysts and other persons rendering services required in relation to such capital improvements.

6. by adding thereto Section 5.6.1 as follows:

Section 5.6.1 Special Assessments for the Purpose of Litigation Etc. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs associated with any litigious, quasi-judicial, arbitration, mediation or other such proceedings in any way arising out of the affairs and business of the Association, including, without limiting the generality of the foregoing, the costs of attorneys, engineers, surveyors, architects, drilling contractors, laboratory analysts and other persons rendering services required in relation to such proceedings.

7. These amendments shall come into effect immediately upon the signing hereof by the President and Secretary, who are hereby authorized to do so on behalf of the Association.

IN WITNESS WHEREOF this instrument has been duly executed this 9th day of April, 2008.

| | | |
|------------------------------|---|-----------------------------------------|
| Signed, sealed and delivered |) | |
| In the presence of |) | |
| |) | |
| |) | VILLAGE WALK SOUTH OF VERO BEACH |
| |) | HOMEOWNERS ASSOCIATION, INC. |
| |) | |
| |) | |
| "Robert Guest" |) | PER: "Robert McKinley" |
| Witness |) | Name: Robert McKinley Title: President |
| |) | |
| "Robert Guest" |) | PER: "Stephen C. Guest" |
| Witness |) | Name: Stephen C. Guest Title: Secretary |

CERTIFICATION OF VOTES

We, the undersigned President and Secretary of the Association, hereby certify that the above amendments received the affirmative vote of seventy-five per cent (75%) or more of the Members present at a meeting of Members at which a quorum was present as provided in the By-laws, written notice of such meeting,

specifying the proposed amendments, having been duly given. The said meeting was held on April 9, 2008, notice thereof having been given on March 7, 2008. The number of votes required to constitute a quorum at such meeting was eleven (11). The number of votes required to adopt the amendments was nine (9). The total number of votes cast in favor of the amendments was 64 and the total number of votes cast against the amendments was 1.

“Robert McKinley”

“Stephen C. Guest”

President

Secretary

**STATE OF FLORIDA
INDIAN RIVER COUNTY**

The foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions of Village Walk South of Vero Beach was acknowledged before me this 18th day of April, 2008 by Robert McKinley and Stephen C. Guest, the President and Secretary, respectively, of Village Walk South of Vero Beach Homeowners Association, Inc., who are personally known to me or who have produced valid Florida driver’s licenses or other valid photographic identification.

“Terry Myers”

Notary Public – State of Florida