PROPOSED AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILLOW WALK

The following is an amendment to the Declaration of Covenants, Conditions and Restrictions for Willow Walk, originally recorded at Official Records Book 2584, Page 5046, et. seq., of the Public Records of Manatee County, Florida, and as amended.

New Wording Double-Underlined; Deleted Wording ~~Stricken Through~~ (Except when proposed amendment involves substantial rewording):

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VOTE #1

Article III, Section 5, subsection a of the Declaration is amended to read as follows:

5. Landscaping. In connection with the initial construction of a Residential Unit on a Lot, complete landscaping plans for the Lot shall be prepared and submitted with the Lot site plan and the Residential Unit plans and specifications as part of the architectural approval process in accordance with the Design Review Guidelines. All landscaping plans shall include an automatic underground sprinkler system. Irrigation water for Lots shall be supplied by the County water system, and not by wells located on Lots; provided, however, that such prohibition shall not prohibit Developer from installing and maintaining wells within the Property for the benefit of the Association or the CDD. Site plans and landscaping plans shall be designed to preserve to the maximum practical extent existing trees. No trees may be removed by any Owner in violation of any Law. Front yard tree maintenance, removal, replacement, and planting must comply with the Front Yard Zone Architectural Guidelines. In any event, no tree or shrub plantings will be permitted in a location that will prevent the CDD's or the Association's use of access easements granted herein or on any Plat for the purpose of accessing the Conservation Areas. In addition, planting of nuisance exotic species of plants in or adjacent to the Conservation Areas is expressly prohibited.

VOTE #2

Article III, Section 6, subsection a of the Declaration is amended to read as follows:

6. ~~Removal and Replacement of~~ Street Trees. ~~If a street tree located on a Lot at the time of the completion of the Residential Unit thereafter dies, such street tree shall be replaced by the Owner, at the Owner's expense by a native canopy tree with a minimum three inch (3") caliber tree having an over-all-height~~

~~minimum of 10 feet, meeting the current Manatee County requirement for street tree replacement as more particularly described in the Notice to Buyers attached to this Declaration as **Exhibit "F"**.~~ Street Trees are defined as trees located in the street tract/right-of-way area. Specifically, Street Trees are located between the front Lot line (and side Lot line on a corner lot) and the curb of the street. Street Trees are prohibited.

VOTE #3

Article III, Section 13, subsection a of the Declaration is amended to read as follows:

a. Parking. No vehicle, mobile home, or trailer may be parked, stored, or repaired anywhere within the Property except that functional passenger automobiles, vans, motorcycles, and non-commercial trucks of one (1) ton capacity or less (collectively **"Permitted Vehicles"**) may be parked in the garage or driveway of the Residential Unit, or in any approved parking areas on the Lot. Boars, trailers, motor homes, recreational vehicles and other vehicles that are not Permitted Vehicles may be regularly parked only in the garage of a Residential Unit. No parking places may be constructed on any Lot, except as constructed in accordance with plans and specifications approved by the Developer. Commercial vehicles or any Permitted Vehicles with advertising thereon shall not be parked within public view on a regular basis. Streets within the Property shall not be regularly used for parking. "Regular Use" is defined as the same vehicle being parked on the street for more than one (1) hour on at least three (3) occasions in a calendar month. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this subsection prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within forty-eight (48) hours, or the occasional parking of vehicles by delivery personnel or guests of Owners in a manner not complying with this subsection.

VOTE #4

Article III, Section 15, subsection b of the Declaration is amended to read as follows:

b. Lease Requirements. All rentals of Residential Units shall be documented by a written lease which shall set forth, among other things, the address of the Residential Unit, the name(s) of the tenants, the lease commencement date and the term. A copy of the fully executed lease shall be delivered by the Owner to the Association within five (5) days of the full execution of such lease. Rentals of less than nine (9) months in duration, or the operation of a rooming house, hostel or hotel, shall be deemed to be a commercial use for

purposes of enforcement of this Declaration, and are prohibited. A grantee who acquires title to a Lot after the effective date of this amendment shall not enter into a lease or occupancy agreement for the Lot for a period of one (1) year after the date of acquisition of title. The tenants who are occupying a Residential Unit pursuant to a written lease shall be permitted to use the Common Area during the lease term, provided that (i) the tenants comply with any and all policies, and Rules of the Association, and (ii) the Owner assigns to such tenant and relinquishes Owner's right to use the Common Area during the lease term. Sub-leasing is strictly prohibited, and the tenant under any lease must be the occupant of the Residential Unit.

END OF AMENDMENT