

PREPARED BY:
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FORT MYERS, FL 33901

CERTIFICATE OF RECORDATION OF AMENDMENTS
OF THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE DUNES
AT SANIBEL ISLAND AND THE ARTICLES OF INCORPORATION AND BYLAWS
OF THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC.

THE UNDERSIGNED being the President and Secretary of THE VILLAGE AT THE DUNES HOMEOWNER'S ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify that the attached amendments to the Declaration of Covenants and Restrictions for the Dunes at Sanibel Island originally recorded in O.R. Book 1028 Page 1551 *et seq.* of the Public Records of Lee County, Florida, and the amendments to the Articles of Incorporation and Bylaws of The Villages at the Dunes Homeowner's Association, Inc., were duly approved, adopted and ratified by sufficient votes of the Membership at a meeting called for that purpose at which a quorum was present held on the 24th day of April, 2024. Dated this 29 day of April 2024.

WITNESSES:

(Sign) Anna M Lytle
(Print) ANNA M Lytle
(Sign) Maura Doherty
(Print) Maura Doherty

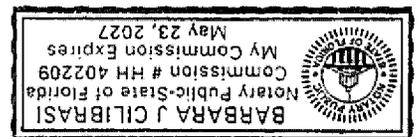
THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC.

BY: Robert Risch
President of the Association
Robert Risch

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 29 day of April, 2024 by Robert Risch as President of THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced Dr. Lic. as identification and did (did not) take an oath.

NOTARY PUBLIC:
Barbara J. Cilibrasi
STATE OF FLORIDA (SEAL)
My Commission Expires:



WITNESSES:

(Sign) *Anna M Lytle*

(Print) Anna M Lytle

(Sign) *Robert N. Risch*

(Print) ROBERT N. RISCH

THE VILLAGES AT THE DUNES
HOMEOWNER'S ASSOCIATION, INC.

BY: *Maura Doherty*
Secretary of the Association

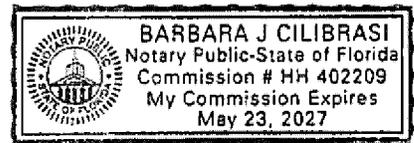
Maura Doherty

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 29 day of April, 2024 by Maura Doherty as Secretary of THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced Dr. Lic. as identification and did (did not) take an oath.

NOTARY PUBLIC:

Barbara J. Cilibrasi
STATE OF FLORIDA (SEAL)



**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE DUNES AT SANIBEL ISLAND
A/K/A THE VILLAGES AT THE DUNES
LEE COUNTY, FLORIDA**

THIS DECLARATION, made by the VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC., referred to as Association.

W I T N E S S E T H:

WHEREAS, Association, is the governing Homeowner's Association for that certain subdivision known as THE DUNES AT SANIBEL ISLAND, a plat of said subdivision being on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 29, Pages 7-12; Plat Book 33, Pages 89-90; Plat Book 34 Pages 39-40 and 104-114, and

WHEREAS, a Declaration of Restrictions ("Restrictions") for THE DUNES AT SANIBEL ISLAND was originally recorded in Official Records Book 1028, Page 1551 of the Public Records of Lee County, Florida, on April 1, 1974; and was amended on May 3, 1976 recorded in Official Records Book 1137, Page 1197; and was amended on September 13, 1978 recorded in Official Records Book 1299, Page 964; and was amended on August 29, 1980 recorded in Official Records Book 1449, Page 476; and was amended on September 1, 1982 in Official Records Book 1618, Page 948; and was amended on July 12, 1982 recorded in Official Records Book 1629, Page 981; and was amended on December 31, 1985 recorded in Official Records Book 1821, Pages 2013-2014; and was amended on November 16, 1989 recorded in Official Records Book 2109, Pages 3548-3549; and was amended on May 17, 1990 recorded in Official Records Book 2151, Pages 1159-1161; and was amended and restated in its entirety on April 24, 2002 recorded in Official Records Book 3630, Pages 1875-1910; and was preserved under the Marketable Record Title Act on April 24, 2003 recorded in Official Records Book 3912, Pages 1642-1779; and was amended on May 27, 2003 recorded in Official Records Book 3943, Pages 3881-3943; and was amended on October 22, 2004 recorded in Official Records Book 4472, Pages 4280-4284; and

WHEREAS, the Association, in accordance with Section 26 of the aforementioned Restrictions, has the power to modify and amend same; and

WHEREAS, the Association and the members of Association are the exclusive owners in fee simple of the property described in Exhibit "C" hereto, situated and being in Lee County, Florida; and

WHEREAS, Association is desirous that this Amended and Restated Declaration be construed to create a covenant running with the land;

NOW THEREFORE, the Association, on behalf of the property owners states that the real property subject to the Restatement of the Covenants and Restrictions as amended and the real property described above and/or as depicted in Exhibit "C" is and shall be held, transferred sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I. DEFINITIONS

The following words when used in this Declaration, unless the context shall prohibit, shall have the following meanings.

Section 1. "Association" shall mean or refer to The Villages at The Dunes Homeowner's Association, Inc., a Florida not for profit corporation.

Section 2. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 3. "Common Areas" shall mean or refer to those areas of real property designated on recorded plats as follows:

Entrance Islands, The Dunes at Sanibel Island, Plat Book 29, Pages 7-12; and

Lot B of The Dunes at Sanibel Island, Plat Book 33, Page 89, less and except that part of Lot B which includes Horseshoe Lake and bordering land as depicted on Exhibit "A" to the Amendment to the Declaration of May 17, 1990 recorded in Official Records Book 2151, Page 1161; and

Lot C of The Dunes at Sanibel Island, Plat Book 33, Page 90; and

Tracts A, B and D of Greenwood Village at The Dunes, Plat Book 34, Page 40,

all of the Public Records of Lee County, Florida. Said areas are intended to be devoted to the common use and enjoyment of the members of the Association and are not dedicated for use for the general public.

Section 4. "Duplex Unit" shall mean a structure which an Owner shall own in fee simple title and which shall contain two (2) separate units. Such Duplex Unit is designed and intended for residential use.

Section 5. " Dwelling Unit" shall mean a structure which shall contain one (1) unit as a single family-residence or Duplex where the intention is that it be utilized for residential use.

Section 6. "Lot" shall mean or refer to any plot of land subdivided for residential use shown on any subdivision map of the Properties as amended together with any and all improvements thereon, platted in the Public Records of Lee County, Florida. The definition of a Lot shall include "Dwelling Units" as defined above.

Section 7. "Owner" shall mean or refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Property, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or subsequent holder has acquired title pursuant to foreclosure or any preceding in lieu of foreclosure.

Section 8. "The Villages at The Dunes Property or Properties" shall mean or refer to all such existing properties as are subject to this Declaration under the provisions of Article II hereof and shall include the real property described in said Article II.

Section 9. "Commercial Sign" A sign displaying a "for profit" business or offering property other than that upon which it is placed for sale or rent.

Section 10. "Non-Commercial Sign" A sign offering the property upon which it is placed for sale or rent.

Section 11. "Application for Variance" A form containing information as required by the Architectural Review Board (ARB) from any applicant prior to any review and/or approval of any variance.

Section 12. "Billboard" Any sign relating in its subject matter to information on premises or lots other than the premises upon which the sign is located.

Section 13. "Temporary Sign" A sign designed, constructed, and intended to be used on a short term basis.

Section 14. "Dunes Approved Signage" Signage approved by the Villages at the Dunes Homeowners Association for display within the subdivision.

Section 15. "Neighborhood Watch". The Association has posted signs at both entrances to the community encouraging all residents to report suspicious activity to the Sanibel Police Department.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION

Section 1: Legal Description. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Lee County, Florida and comprises all the parcels platted or unplatted within or upon the property legally described as THE DUNES AT SANIBEL ISLAND, as originally recorded in Plat Book 29, Pages 7-12, and the property annexed thereto by the recordings at Plat Book 33, Pages 89-90; Plat Book 34, Pages 39-40; and Plat Book 34, Pages 104-114 of the Public Records of Lee County, Florida.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1: Membership. Every person who is a record Owner, as defined in Article I, of any Lot which is subject to this Declaration shall be a Member of the Association.

Section 2: Voting Rights. The Association Members shall be entitled to one (1) vote (aka Voting Interest) for each Lot in which they hold an interest required for membership by Section 1 of this Article III. When more than one (1) person holds such interest or interests in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot. The total Voting Interests in the Association is equal to the total number of Lots.

ARTICLE IV. PROPERTY RIGHTS

Section 1: Members Easement and Enjoyment. Subject to the provisions of Section 2 of this Article IV, every Owner shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to, and shall pass with, the title to every Lot.

Section 2: Extent of Owners Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- a) The rights of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof, to mortgage said Common Areas; and the rights of such mortgagees in such properties shall be

subordinate to the rights of the Owners hereunder.

- b) The right of the Association to take such steps as reasonably necessary to protect the above-described properties against foreclosure.
- c) Provisions of this Declaration, any plat of all or any part of the Property and the Articles and By-Laws of the Association.
- d) Rules and Regulations governing use and enjoyment of the Common Areas adopted by the Association.
- e) Restrictions contained on any and all plats of all or any part of the Common Areas or filed separately with respect to all or any part of the Property.
- f) The right of the Association to grant and reserve easements and rights of way through, under, over and across the Common Areas for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil, cable TV and other utilities.

ARTICLE V. COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1: Membership. Each Owner hereby agrees that he or she will become a Member of the Association concurrent with the purchase of a Lot in the Villages at the Dunes and to maintain his or her membership in good standing and be guided by the restrictions of the Association, as contained in Article VIII herein, so long as he or she is a Lot Owner.

Section 2: Purpose of Assessment. The annual and special assessments by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Properties and in particular for the improvement and maintenance of the Common Areas and any easement in favor of the Association including but not limited to the cost of taxes, insurance, labor, equipment, materials, management, maintenance, and supervision thereof, as well as for such other purposes as are permissible activities of and undertaken by the Association.

Section 3: Annual Assessment. The Board of Directors of the Association shall fix the Assessments which shall be in amounts determined in accordance with the projected financial needs of the Association.

Section 4: Common Areas. Common Areas covered by annual maintenance assessments shall include, but not be limited to, the common walkways, entry, green areas and easements, which will be owned and/or maintained by the Association for the private use and benefit of the Owners.

Section 5: Lien and Personal Obligation of Assessments. Each Owner shall hereby covenant and agree to pay the Association an annual assessment of charges and any special assessments for capital improvements or repair or individual assessments as established and to be collected from time to time by the Association. All such assessments together with interest thereon from the due date of the highest rate allowed by the laws of the State of Florida but not more that eighteen (18) percent per annum, late fees and cost of collection thereof, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot or Lots against which each such assessment is made and shall also be the personal obligation of the Owner. Such lien for unpaid assessments shall be subordinate and inferior to a first mortgage executed and recorded in the public records prior to a notice or claim of lien being filed in the public records by the Association but as to all other mortgages or encumbrances (except ad valorem

property taxes) the lien shall be superior and relate back to the date the original Declaration was recorded in the Public Records of Lee County, Florida. Nonpayment shall also result in denial of the use of the common facilities by the property Owner. No Owner, however, may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by abandonment.

Section 6: Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each Lot in The Villages at the Dunes regardless of size, location, or selling price.

Section 7: Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Declaration, the Association, through its duly authorized employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior improvements thereon at reasonable hours for the purpose of maintenance of any of the common facilities.

Section 8: Special Assessments. Special assessments shall be limited to the amount of the annual assessment. No special assessment can be passed without a two-thirds (2/3rds) affirmative vote of the members of the Association.

Section 9: Individual Assessments. Individual assessments are any charges, fees or costs properly levied against less than all Lot Owners for work performed for or on behalf of the Lot Owner.

ARTICLE VI. LAND USE

Section 1: The Properties shall be used exclusively for single family residences and duplexes except for the following tracts depicted on Exhibits "C" and "E" and as indicated on the following plats:

Plat Book 29, Pages 7-12; Plat Book 33, Pages 89-90; Plat Book 34, Pages 39-40 and Plat Book 34, Pages 104-114 of the Public Records of Lee County, Florida.

a. Common Areas.

Lot B of The Dunes at Sanibel Island, Plat Book 33, Page 89, less and except that part of Lot B which includes Horseshoe Lake and bordering land depicted on Exhibit "A" to the Amendment to the Declaration, Official Records Book 2151, Page 1161. See Exhibit "E" to this Restatement.

Lot C of The Dunes at Sanibel Island, Plat Book 33, Page 90.

Tracts A, B, C, and D of Greenwood Village at The Dunes, Plat Book 34, Page 40, and the entry between Bailey Road and Sand Castle road for which the Association has the responsibility of landscape maintenance but not the right of ownership nor the responsibility for road maintenance.

b. Preservation Areas.

Tracts B, E, F, G, and P of The Dunes at Sanibel Island, Plat Book 34, Pages 104-114.

c. Golf Course.

Tracts C and I of The Dunes at Sanibel Island, Plat Book 34, Pages 104-114.

d. Amenity and Maintenance Areas.

Tracts L and K of The Dunes at Sanibel Island, Plat Book 34, Pages 104-114.

e. Lakes.

Tracts A, D, H, J, N, O and M of The Dunes at Sanibel Island, Plat Book 34, Pages 104-114, Horseshoe Lake of the Dunes at Sanibel Island, Plat Book 33, Pages 89-90.

All of the Public Records of Lee County, Florida.

Section 2: No unlawful or improper use shall be made of any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood as a whole or any Owner therein. No poultry or livestock or any animals of any kind shall be raised, kept, bred or maintained except dogs, cats or other household pets/animals, provided that they are not kept, bred, or maintained for any commercial purpose and provided that they shall be maintained on a leash at all times when outside of the Unit. The Board of Directors is empowered to fine/suspend an Owner and/or order and enforce the removal of any animal that becomes a source of unreasonable annoyance or a danger to the health, safety and welfare to other residents.

Section 3: No trailer, tent, barracks, or other type of temporary structure of any kind shall be placed or permitted on any Lot at any time, unless during the course of construction of the dwellings, amenities, utilities, or other general improvements. No structure of any type not attached to the main dwelling shall be permitted except as allowed by the Architectural Review Board, as defined in Article VII hereof.

Section 4: No impactful trade or business shall be conducted on any Lot, however, non-impactful home-based businesses are allowed. Such uses are expressly declared customarily incident to residential use. Examples of businesses which are prohibited and are considered "impactful" businesses are businesses or commercial activity or ventures that create customer traffic to and from the home, create noise audible from outside the home, or generate fumes or odors noticeable outside the home, including but not limited to, a home day care, beauty salon/barber.

ARTICLE VII. ARCHITECTURAL CONTROL

Section 1: Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (ARB) which shall consist of two or more members of the Association, one of whom shall be a member of the Board of Directors.

Section 2: Necessity of Architectural Review and Approval. In the interest of maintaining a uniform quality community, the association reserves the right to approve or disapprove without limitation: any new dwelling, be it duplex or single family; any change to an existing Dwelling Unit which alters the footprint of such Dwelling Unit; or materially alters the exterior appearance of such Dwelling Unit, Lot or any fence, swimming pool, or tennis court.

Section 3: Powers and Duties of the Architectural Review Board.

a. The ARB shall have the power to recommend from time to time to the Board of Directors of the Association modifications or amendments to the Architectural Planning

Criteria. Such modifications shall be consistent with the provisions of this Declaration and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association.

b. The ARB shall have the power to require submission to the ARB of one complete set of all plans and specifications for any construction as defined in Section 2.

c. There shall be no fee for architectural review.

d. Any person desiring approval of any plans or specifications should contact the Managing Agent of the Association. Approval or disapproval by the ARB shall only be evidenced by a written instrument executed by at least one (1) member of the ARB, provided, however, that should the ARB fail to act upon any submission to it within forty-five (45) days from the receipt thereof by the ARB, such inaction shall be deemed approval of the submission. In the event that the ARB disapproves any proposed structure or exterior change or alteration, the ARB shall state with specificity the reasons for the disapproval.

ARTICLE VIII. RESTRICTIONS

Section 1: Television and Other Outdoor Antennae. No television, radio, satellite, or other antenna or satellite system may be installed on the Common Areas. Certain television, satellite, or other antenna systems may be erected or installed on Lots or Dwelling Units subject to compliance with the following requirements:

Permitted antennas include (collectively hereinafter referred to as "antennas"):

- Direct broadcast satellite dishes (DBS) that are less than forty inches (40") in diameter.
- Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement. Such devices may be mounted on "masts" to reach the height needed to establish line of sight contact with the transmitter provided no mast may be higher than twelve feet above the roof line of a residence without prior written approval of the Association.
- Television broadcast antennas for local stations, which may be any reasonable size, which may be secured to a mast located no higher than twelve feet above the roof line. Any mast located higher than twelve feet above the roof line must be approved in writing by the Association.

Location of Antennas. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal.

Color and Screening of Antennas. All antennas shall be painted to blend into the background against which it is mounted for so long as the paint will not interfere with an acceptable quality signal. If the antenna is not mounted on a building, it must be made the color of the exterior walls of the residence on that lot. All antennas shall be screened from view from neighboring properties, and pedestrian and vehicular access areas, with landscaping plants commonly used in or about the community at a height

of at least 48 inches. Taller antennas shall be screened to their full height if reasonably practicable and if the screening would not impair the reception of an acceptable quality signal.

Safety Requirements. To safeguard the safety of the members in the Community, it shall be the obligation of the Lot Owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna. A Lot Owner shall indemnify and hold harmless the Association, and all other unit owners, for any damage that an antenna causes to the property or to persons or other property.

All other antennae, masts, aerials, and reception or transmittal devices shall be subject to the prior approval of the ARB.

Section 2: Vessels and Motor vehicles. No vessels, recreational vehicles, trailer, motorhome, commercial trucks or other commercial vehicles shall be placed, parked, or stored upon any portion of a Lot nor shall any maintenance or repair be performed on any vessel or motor vehicle upon any Lot except where not visible from the Lot's frontage or an adjacent parcel. As used herein the term "commercial" means a truck or other vehicle which is used for business purposes including but not limited to, any vehicle which displays a company name or logo on its exterior, is adorned with signs, flags, advertisements or any type of lettering or graphic of a commercial nature or any vehicle with racks, ladders, staging, or other equipment or attachments of a commercial nature, including supplies used for commercial purposes, on or visible in the vehicle. Additionally, and notwithstanding the foregoing, any vehicle, by whatever name designated, which is intended for transporting goods, equipment or paying customers shall be considered a commercial vehicle regardless of any definition found elsewhere to the contrary or whether the vehicle is actually used for such purposes. This Section 2 does not apply to service or construction vehicles when they are on site to perform services, repairs or construction. The foregoing notwithstanding a recreational vehicle or motor home may be parked at the Owner's home for up to 3 days twice in any 12 month period.

Section 3: Clothes Drying Area. Any portion of a Lot used as a drying or hanging area for laundry, shall be concealed behind a screened area to be approved by the ARB.

Section 4: Landscaping. All shrubs, trees, grass, mulch, and planting of every kind shall be kept well maintained, properly cultivated, and free of trash and other unsightly material. Landscaping as approved by the ARB shall be installed no later than ninety (90) days following occupancy of, or completion of, any building, whichever occurs first. All portions of lots not improved with structures or paving shall be kept as lawns or grass or mulch except those portions planted with trees, shrubs, bushes and other plantings. No gravel yards will be permitted without the prior approval of the ARB. All existing gravel yards must be maintained in a neat and orderly manner including raking and weed removal. All fertilizing restrictions of the City of Sanibel must be complied with as same are amended from time to time hereafter. Gravel or shell yards are permitted without the prior approval of the ARB but only in accordance with the City of Sanibel regulations.

Section 5: Utilities. All Lot Owners shall hook up to available water, sewer, and electrical facilities and pay customary charges for connection and usage fees.

Section 6: Parking and Garage Areas. All Dwelling Units must provide at least a one car covered parking space plus additional off-street parking areas for at least two vehicles, unless otherwise approved by the ARB.

Section 7: Service, Screening, Storage Areas. Garbage and refuse shall be placed in suitable containers which shall be concealed and contained within buildings or shall be concealed by means of a screening wall or materials similar to and compatible with that of the building or buildings on the lot or shall be concealed by sufficient landscaping to provide a permanent screen at all times of the year. Unless specifically approved by the ARB, no materials, supplies, or equipment shall be stored on any lot except inside a closed building or behind a visual barrier which shall screen such areas so that they are not visible from neighboring streets or lots or common areas.

Section 8: Storage Tanks. No above ground storage tanks including but not limited to, those used for storage of water, gasoline, oil, or other liquid or gas shall be permitted on his or her lot outside of the building except as approved by the ARB.

Section 9: Nuisances. No unsightly growth shall be permitted to grow or remain upon any Lot and no refuse pile or any other unsightly object shall be allowed to be placed or remain anywhere thereon. In the event any Owner shall fail or refuse after a thirty (30) day notice mailed to his or her last known address to keep his or her Lot free of such unsightly growths or objects, then the Association may enter upon said Lot and remove same at the expense of the Owner and such entries shall not be deemed a trespass. Said expense shall be added to and become part of the assessment to which said Lot is subject.

Section 10: Building Exterior. All windows, porches, balconies, and exteriors of all buildings on any Lot shall at all times be maintained in a neat and orderly manner. Exterior, including landscaping, of all homes and their structures must be completed within one (1) year after construction is commenced, except where such completion would result in great hardship to the Owner due to strikes, fires or natural calamities. No hurricane or storm shutters shall be installed except as approved by the ARB.

Section 11: Motor Boats, Docks. In order to preserve the tranquility of the community, there shall be no motor driven boats or other watercraft allowed in the lake(s). This provision shall not apply to boats used to maintain the lake area(s). No docks or other structures or apparatus may be constructed on or adjacent to water bodies.

Section 12: Filling of Lots. No lot which abuts any waterway or Common Area shall be altered in size by filling or excavating of such waterway or Common Area. No fill may be placed on any lot without the prior approval of the ARB.

Section 13: Construction in Progress-Time Limits. When the construction of any building is once begun, work must be pursued diligently and completed within one year, except in cases of hardship as defined in Section 10.

Section 14: Utilities and Easements. A six (6) foot easement and right of way is expressly reserved along the side Lot lines of all Lots to permit the construction and maintenance by public utility companies of water, gas, drainage, telephone and other services of like nature. In the event two Lots are used for one homesite, these utility easements will be limited to the side lines of the homesite. Those portions of lake(s) included in the limits of individual lots act as easements on those Lots. Owners may not grant easements on their Lots without written consent and approval of the Board of Directors.

Section 15: Signs. No commercial or non-commercial sign of any kind may be visible on any lot except the following:

23. One single-faced, non-commercial and temporary “For Sale” or “For Rent” ground sign per lot with the Villages of the Dunes Subdivision shall be allowed along with the real estate agent’s information provided the property upon which the sign is placed is for sale or rent.
- b. Signs erected under authority and requirement of municipal, federal, or state law. Legal notices, official instruments, official notices, and warning signs posted by public utilities, officers, or employees in the performance of their duties.
- c. Temporary open house, political, or garage sale signs no larger than 18” x 12”, authorized by the applicable municipal law.

The appearance of all Temporary and Non-Commercial signs shall only be that of Dunes Approved Signage. The face area of the sign shall not exceed one and one-half (1 ½) square feet, nor be placed more than 36 inches above the ground upon which it sits.

The ARB shall have the authority to review and approve any application for variance to

Section 16: Multiple Lots and Subdivisions. Two or more adjacent lots may be used as a single building site with the approval of the ARB. However, such site may not be subdivided without the written consent of the Board, and no single lot may be subdivided under any circumstances.

Section 17: Building Elevation. The finished first floor of any building shall be at the minimum requirement to conform with then existing Federal Flood Insurance Regulations. Buildings will be elevated on suitable substructure compatible with the design of the home and the ARB shall have the authority to restrict the height above sea level to which the ridge of the roof or any element of the building excluding chimneys, flues, and vents on the particular Lots may exceed. The maximum building elevation is not to exceed thirty-five (35) feet above the lot’s grade, or maximum permitted by City of Sanibel Code, whichever is more restrictive. The purpose of such height restriction is to preserve views and aesthetics for the overall benefit of the community.

Section 18: Violation of Restrictions. The Association or any Owner shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of the enforcement by the Association, including but not limited to attorney’s fees, shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

Section 19: Non-enforcement and Invalidation. Failure to enforce any of the foregoing restrictions shall not be deemed waiver to the right to do so thereafter and the invalidation of any one or more of the said restrictions by judgment or court order shall in no way affect any of the remaining restrictions and covenants which shall remain in full force and effect.

Section 20: Duration of Restrictions and Right to Modify. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, until December 31, 2053, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of fifty-one percent (51%) of the total Voting Interests in the Association has been recorded, agreeing to change said Covenants and Restrictions in whole or in part. Unless specifically prohibited herein, this Declaration may also be amended or restated by an instrument signed by the Association affirming that Owners holding not less than fifty-one percent (51%) of the total Voting Interests in the Association have approved said amendment or restatement. Any amendment must be properly recorded to be effective.

Section 21: Exempt Property. The following areas of the Property shall be exempt from the assessments, charge, and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Areas; and (c) all properties exempt from taxation by the laws of the State of Florida, up and to the extent of such legal exemption as such exemption may exist from time to time.

Section 22: Architectural Control – Notice of Transfer. Upon the sale of a Lot within the subdivision the holder of title of the parcel of land shall notify the homeowners association within thirty (30) days of the time of conveyance.

Section 23. Leasing of Lots/Units. A Lot/Unit may not be leased for a term of less than twenty-eight (28) continuous days. The maximum number of leases of a Lot/Unit in any twelve (12) month period is twelve (12).

ARTICLE IX. STORM DRAINAGE

Pursuant to the requirements of that certain permit from the South Florida Water Management District, dated June 19, 1981, the operation of the surface water management system shall be the responsibility of the Association or any successors in interest. In order to carry out its responsibilities, the Association shall have perpetual access easements across the property subject to the Restrictions, more particularly described in those certain plats of The Dunes at Sanibel Island, Plat Book 29, Pages 7-12; Plat Book 33, Pages 89-90; Plat Book 34, Pages 39-40 and 104-114, of the Public Records of Lee County.

ARTICLE X. PARTY WALL/PARTY ROOFS

Section 1: Common Walls. The common walls shared by the Duplex Units, and located on an imaginary line as more particularly described in Exhibit "F" shall be party walls for the perpetual benefit of and use by the Owner, including his or her heirs, assigns, successors and grantees, of each such Duplex Unit.

Section 2: Common Roof. The common roof shared by the Duplex Units, shall be party roofs for the perpetual benefit of and use by the Owner, including his or her or her heirs, assigns, successors and grantees, of each such Duplex Unit.

Section 2: Damage or Destruction. If damage or destruction of a party wall or party roof is caused by the negligence or willful misconduct by any one Owner, such negligent Owner shall bear the entire cost of repair or replacement after payment of insurance proceeds, if any. If liability for damages cannot be agreed upon, it shall be at the sole discretion of the Board of Directors to determine whether an Owner has been negligent in the maintenance of his or her Duplex Unit; what proportion of the repair or replacement

expenses an Owner shall bear and when repair or replacement shall be necessary. If any Owner shall neglect or refuse to pay his or her assessed share, or all of the cost in the case of negligence or willful misconduct, the Association and/or any other affected Owner may have the damage or destruction repaired or replaced and shall be entitled to a lien on the Duplex Unit of the Owner so failing to pay in the amount of the defaulting Owner's share of the repair or replacement cost. The defaulting Owner shall be responsible for reasonable attorneys' fees and Court costs.

Section 3: Structural Changes. The Owner of any Duplex Unit sharing a party wall or party roof with the adjoining Duplex Unit shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall or party roof without the approval of the adjoining Owner.

Section 4: Use of Party Wall. The Owner of any such Duplex Unit shall have the right to the full use of said party walls and party roof for whatever purpose he or she chooses to employ subject to the limitation that such use shall not infringe on the right of the Owner of an adjoining Duplex Unit or his or her enjoyment of said walls or roofs or in any manner impair the value of said walls or roofs.

Section 5: Covenants. Each common wall and common roof to be constructed is to be and remain a party wall and party roof for the perpetual use and benefit of the respective Owners thereof, their heirs, assigns, successors and grantees, said Lots being conveyed subject to this condition, and this condition shall be construed to be a covenant running with the land.

Section 6: Easements.

A. If a Lot or its Dwelling Unit shall encroach upon an easement, or upon any other Dwelling Unit, by reason of original construction or by the non-purposeful or non-negligent act of an Owner or Developer, then an easement appurtenant to such encroachment, to the extent of such encroachment, shall exist so long as the encroachment shall exist.

B. Each Lot Owner shall and does hereby grant to each adjoining Lot Owner a permanent and perpetual easement, for maintenance and repair as may be reasonable and necessary under the circumstances (but not less than four feet), to prevent damage to the Owner's property.

Section 7: Dispute. The Association shall have the right and privilege but not the obligation to administer and enforce the matters provided for under this Article X. In the event a dispute arises between any Owners, then the matter may be submitted to the Board of Directors and the decision of the majority of the Board of Directors, if it shall choose to administer the dispute, shall be final and conclusive of the question involved.

ARTICLE XI. FINES/SUSPENSIONS AGAINST HOMEOWNER OR ITS OCCUPANT, LICENSEE, OR INVITEE

The Board of Directors of the Association may levy fines or imposes suspensions against a homeowner for the failure of said homeowner, its occupant, licensee, or invitee to comply with any provision of the Declaration of Covenants and Restrictions, the By-Laws of the Village at the Dunes Homeowner's Association, Inc., or the Rules adopted by the Board of Directors (hereinafter referred to as Owner in

violation") as amended and incorporated as part of this Declaration. The Board of Directors of the Association may fine an Owner in violation an amount not to exceed One Thousand Dollars (\$1,000) per violation. Each day of a continuing violation shall be considered a separate violation not to exceed One Thousand Dollars (\$1,000) for an ongoing violation. As allowed by law a fine for a continuing violation or accumulated separate fines of at least One Thousand Dollars (\$1,000) shall become a lien on the Lot of the Owner.

The Owner in violation shall be given a single written notice and the opportunity to attend a hearing before a committee appointed by the Board of Directors. A hearing may be held with or without a request to attend by the Owner in violation.

The hearing committee shall be composed of at least three members appointed by the Board who are not officers or employees of the Association, or the spouse, parent, child, brother, or sister of an officer or employee. Said notice shall be given to the Owner in violation no less than fourteen (14) days prior to the hearing date set by the Board of Directors. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. Any fines approved by the committee shall be paid in full within five (5) days from the date the notice sent to the Owner following the hearing.

If the fine is not paid within the required thirty (30) days, the Board of Directors may file a lien against the property and Owner in violation with the Clerk of the Circuit Court of Lee County, State of Florida. The amount of the lien shall include the fine, attorney's fees, and all other costs of filing said lien.

ARTICLE XII. MISCELLANEOUS

The matters contained in the Declaration of Restrictions and amendments thereto are hereby reaffirmed to the extent that they do not conflict with the provisions of this Amended and Restated Declaration.

In case any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or any provisions of the Declaration of Restrictions or any amendments thereto, and such documents shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE XII. DISCLAIMER OF LIABILITY OF ASSOCIATION.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, OR ANY RULES AND REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OR ANY SUCH PERSONS, WITHOUT LIMITING THE FOREGOING:

IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND

ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;

THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, LEE COUNTY, CITY OF SANIBEL AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTUOUS ACTIVITIES OR PANDEMICS.

ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO THE HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON ANY PORTION OF THE PROPERTIES SHALL BE BOUND BY THESE DISCLAIMERS AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED HEREIN.

AS USED HEREIN "ASSOCIATION" SHALL INCLUDE WITH ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, AND COMMITTEE MEMBERS.

EXHIBITS

EXHIBIT "A" – Second Amended and Restated Articles of Incorporation.

EXHIBIT "B" - Second Amended and Restated Bylaws.

EXHIBIT "C" - Site Plan of the Dunes.

EXHIBIT "D" – Amended and Restated Architectural Planning Criteria.

EXHIBIT "E"- Horseshoe Lake

EXHIBIT "F" - Common Wall Description.

EXHIBIT "A"

SECOND AMENDED AND RESTATED

ARTICLES OF INCORPORATION

THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC.

(A Not-For-Profit Corporation)

Pursuant to Chapter 617, Florida Statutes, the undersigned Florida not for profit corporation adopts the following Second Amended and Restated Articles of Incorporation:

ARTICLE 1

NAME

The name of this Corporation shall be THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC. For convenience, the Corporation shall be herein referred to as the "Association".

ARTICLE 2

PURPOSE

2.1 The purpose for which the Association exists is to provide an entity pursuant to the Declaration of Covenants and Restrictions ("Declaration") of THE VILLAGES AT THE DUNES, recorded in the Public Records of Lee County, Florida, and any amendments or supplements thereto, for the purpose of carrying out the duties, responsibilities and liabilities established in said Declaration.

2.2 All capitalized words or terms used herein shall have the meaning proscribed for them in the Declaration unless the context otherwise provides.

2.3 The Association shall make no distribution of income to its Members, Directors or Officers.

ARTICLE 3

POWERS

The powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all of the common law and statutory powers of a not-for-profit corporation and a Homeowners association under Chapter 720 Florida Statutes not in conflict with the terms of these Articles, including, but not limited to, the following:

a. To make and collect assessments against Members to defray the costs, expenses and losses of the Association.

- b. To use the proceeds of assessments in the exercise of its powers and duties.
- c. To maintain, repair, replace and operate the Common Areas.
- d. To purchase insurance upon the Common Areas and insurance for the protection of the Association.
- e. To reconstruct improvements after casualty and the further improvements of the Common Areas.
- f. To make and amend reasonable regulations with respect to the use of the Common Areas and other business of the Association pursuant to the Declaration, provided, however that all such amendments to the regulations shall not become effective until approved by not less than fifty-one percent (51%) of the votes of the entire Membership of the Association. A Board adopted rule must be reasonable, related to health, safety or welfare, furtherance of a legitimate purpose of the Association, not contradict a right contained in the Declaration and shall not discriminate between classes of residents (i.e. Owners and renters).
- g. To enforce by fines and suspensions or by legal means the provisions of the Declaration, these Articles, the Bylaws of the Association, the Architectural Planning Criteria and the Regulations for use of the Common Areas.
- h. To contract for the management of the Common Areas, to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration to have approval of the Board of Directors or the Membership of the Association.
- i. To contract for the management or operation of portions of the Common Areas susceptible to separate management or operation, and to lease portions of the Common Areas as may be required for the best interests of the Association.
- j. To employ personnel to perform the services required for the proper operation of the Common Areas.

3.2 All funds and the title of all properties acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of these Articles of Incorporation and the Bylaws.

ARTICLE 4

MEMBERS

4.1 The Members of the Association shall consist of all Owners who become Members pursuant to the terms of the Declaration.

4.2 Change of Membership in the Association shall be established by recording in the Public Records of Lee County, Florida, a deed or other instrument establishing a record title to a Lot in the Property and the delivery to the Association of a copy of such instrument. The Owner designated as the grantee of the Lot by such instrument thus becomes a Member of the Association and the Membership of the prior Member is thereby terminated.

4.3 The share of a Member in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance of his Lot.

4.4 Owners (if there be more than one) of each Lot, shall collectively be entitled to voting rights as set forth in Article III, Section 2, of the Declaration.

ARTICLE 5

DIRECTORS

5.1 The affairs of the Association will be managed by a Board consisting of the number of Directors determined by the Bylaws but not less than five (5) Directors, and in the absence of such determination shall consist of five (5) Directors.

5.2 Directors of the Association shall be elected for a three (3) year term at the annual meeting of the Members in the manner determined by the Bylaws, and shall continue to serve until their successors have been elected and qualified. Directors may be removed for good cause shown and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

ARTICLE 6

OFFICERS

The affairs of the Association shall be administered by the Officers designated by the Bylaws. The Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors.

ARTICLE 7

INDEMNIFICATION

7.1 Indemnity. The Association shall indemnify any officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, officer, or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was

unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors, and committee members as permitted by Florida law.

7.2 Defense. To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 7.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him or her in connection therewith.

7.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding on behalf of the affected Director, officer, or committee member. The Director, officer or committee member shall repay such amount if it shall ultimately be determined that said Director, officer or committee member is not entitled to be indemnified by the Association as authorized by this Article 7.

7.4 Miscellaneous. The indemnification provided by this Article 7 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

7.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, committee member, employee, or agent of the Association, or a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article 7.

7.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 7 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE 8

AMENDMENTS & RESTATEMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

8.1 Written notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment or restatement is to be considered and such notice shall be mailed or electronically transmitted to each Member at least fourteen (14) days prior to the meeting.

8.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by twenty-five percent (25%) of the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment or restatement may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting.

Such approvals must be by not less than fifty-one percent (51%) of the total Voting Interests in the

Association for adoption or as otherwise provided in the Declaration, which shall govern in event there is a conflict with these Articles or the Bylaws.

8.3 No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval in writing by all Members and the joinder of all record owners or mortgages upon all Lots. No amendment or restatement shall be made that is in conflict with applicable law or the Declaration.

8.4 A copy of each amendment or restatement shall be certified by the Secretary of State and be recorded in the Public Records of Lee County, Florida.

ARTICLE 9

TERM

The term of the Association shall be perpetual.

EXHIBIT "B"

**SECOND AMENDED AND RESTATED BY-LAWS OF
THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC.
(A Not-for-Profit Corporation)**

ARTICLE ONE

ORGANIZATION

Section 1. The name of this organization shall be THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC.

Section 2. The corporate seal of the Association shall be adopted and may be changed by the Board of Directors and shall bear the name or abbreviated name of the Association, the word "Florida," the year of establishment, and shall identify the Association as a not-for-profit corporation. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

Section 3. The organization may at its pleasure, by a vote of the membership body, change its name.

Section 4. All capitalized words or terms used herein shall have the meaning proscribed for them in the Declaration of Covenants and Restrictions ("Declaration") recorded in the Public Records of Lee County, Florida, and any amendments or supplements thereto.

Section 5. The principal office of the Association shall be located at 711 Tarpon Bay Road, Sanibel, Florida 33957, unless changed by the Board.

ARTICLE TWO

MEMBERSHIP AND VOTING

Any voting rights of the Membership of the Association shall be determined by the provisions of the Declaration and the Articles of Incorporation ("Articles").

ARTICLE THREE

MEETINGS

The annual membership meeting of the Association shall be held each year on the second Tuesday of March or such other date established by the Board of Directors. The Secretary shall cause to be mailed or electronically transmitted for those Owners that have chosen electronic notice for official communication

to every Member in good standing at his or her address as it appears in the Membership roll book of the Association a notice stating the time and place of such annual meeting not less than fourteen (14) days prior to the meeting. The notice will also be posted on the property for fourteen (14) days prior to the meeting.

Unless otherwise provided in the Declaration or the Articles, the presence of not less than thirty percent (30%) of the votes of the Membership either in person or by proxy shall constitute a quorum and shall be necessary to conduct the business of the Association, but a lesser number may adjourn the meeting for a period or not more than ninety (90) days from the date scheduled and the Secretary shall cause a notice of this scheduled meeting to be sent to all those Members who were not present at the meeting originally called. A quorum as herein before set forth shall be required at any adjourned meeting.

Special Meetings of the Association may be called by the President or a majority of the Board of Directors when they deem it to be in the best interest of the Association. Notices of such meetings shall be mailed or electronically transmitted for those Owners that have chosen electronic notice for official communication to all Members at their addresses as they appear in the Membership roll book at least fourteen (14) days before the scheduled date set for such special meeting. The notice will also be posted on the property for fourteen (14) days prior to the meeting. Such notice shall state the reasons that such meeting has been called, the business to be transacted at such meeting and by whom called.

At the request of eighty percent (80%) of the total votes of the Membership, the President shall cause a special meeting to be called, but such request must be made in writing at least twenty (20) days before the requested meeting date.

No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all present at such meeting.

Participation at Meeting by Remote Communication. Unless prohibited by the Chapter 720, F.S., if authorized by the Board of Directors as provided in Section 617.0721 F.S., and subject to such guidelines and procedures as the Board of Directors may adopt, members and proxy holders who are not physically present at a meeting may, by means of remote communication:

(a) Participate in the meeting.

(b) Be deemed to be present in person and vote at the meeting if:

- (1) The Association implements reasonable means to verify that each person deemed present and authorized to vote by means of remote communication is a member or proxy holder; and
- (2) The Association implements reasonable measures to provide such members or proxy holders with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to communicate and to read or hear the proceedings of the meeting substantially concurrent with the proceedings.

ARTICLE FOUR

ORDER OF BUSINESS

1. Roll Call
2. Reading of the minutes of the preceding meeting
3. Election of Directors if necessary
4. Reports of Committees
5. Reports of Officers
6. Old and Unfinished Business
7. New Business
8. Adjournment

ARTICLE FIVE

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors.

Section 1. Unless a vote of the Membership is required by the governing documents or the law, the business of the Association shall be managed by the Board of Directors of the Association. The use of the phrase "whole Board" herein refers to the total number of Directors which the Association would have if there were no vacancies.

Section 2. Each Director must be a Lot Owner or the spouse of a Lot Owner. In the case of a Lot owned by a corporation, any officer is eligible for election to the Board of Directors. If a Lot is owned by a partnership, any partner is eligible to be a Director. If a Lot is held in trust, the trustee, grantor of the trust, or any one of the beneficial owners residing in the Lot is eligible to be elected to the Board of Directors. The number of Directors constituting the whole Board shall be seven (7) unless otherwise changed by action of the Membership. Directors shall serve terms of three (3) years or until their successor is duly elected. No person may serve more than two (2) three (3) year terms and thereafter must take a hiatus of at least one (1) year before he or she is eligible to serve on the Board again. If a person is appointed to fill a vacancy on the Board resulting in serving a partial term that period of service will not count towards the two (2) term limit.

Section 3. Nominations for election to the Board of Directors shall be made in writing at least forty (40) days in advance of the day of election. Nominations from the floor of the meeting are not allowed. Election to the Board Directors shall be by ballot or limited proxy. General proxies shall not be used to elect Directors. At such election the members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected, except that a run-off shall be held to break a tie vote unless the candidates agree to break the tie by drawing straws. Cumulative voting and proxy voting in elections is not permitted. Co-Owners of a Lot are not eligible to serve on the Board at the same time. Persons or entities that own more than one Lot are limited to one (1) seat on the Board of Directors.

Section 4. In the interim, between annual meetings of the Membership or special meetings of the Membership called for the election of Directors and/or for the removal of one or more Directors and for the filling of any vacancy in that connection, newly created Directorships and any vacancies in the Board of Directors, including vacancies resulting from the removal of Directors for cause, may be filled by the vote

of a majority of the remaining Directors then in office, although less than a quorum, or by the sole remaining Director. Directors who are seated to fill vacancies and newly created Directorships, shall hold office for the unexpired term of the seat they are filling, and shall be appointed by the Board.

Section 5. Any Director of the Association may resign at any time by giving his or her written resignation to the President or Vice President or Secretary. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. The Board of Directors shall have the control and general management of the affairs and business of the Association. Such Directors shall in all cases act as a Board, regularly convened, by majority, and they may adopt such rules and regulations for the conduct of their meetings and the management of the Association as they may deem proper. The Board shall have the power to contract for service for and on behalf of some or all members of the Association and cause assessments to be charged to some or all members of the Association for payment of the services as contracted.

(a) Meetings shall be held at such time as the Board of Directors shall fix, except that the first meeting of a newly elected Board shall be held as soon after its election as the Directors may conveniently assemble.

(b) The meetings shall be held at such place within or out of the State of Florida as shall be fixed by the Board.

(c) Single posted notice at least 48 hours before the meeting shall be required for regular meetings . Special meetings may be called by or at the direction of the Chairman of the Board, if any, the Vice Chairman of the Board, if any, or the President, or of a majority of the Directors in office.

(d) 14 days mailed and posted notice of the time and place shall be given for special meetings except in the event of an emergency. The notice of any meeting must specify the purpose of the meeting with an agenda. Any requirement of furnishing notice shall be waived by any Director who signs a written waiver of notice before or after the time stated therein, or who attend the meeting.

(e) A majority of the whole Board shall constitute a quorum except when a vacancy or vacancies prevent such majority, whereupon a majority of the Directors in office shall constitute a quorum, provided that such majority shall constitute at least one third (1/3) of the whole Board. A majority of the Directors present, may adjourn a meeting to another time and place. Except as herein otherwise provided by the laws of the State of Florida, the act of the Board shall be the act by vote of a majority of the Directors present at a meeting of such Board or committee or in a conference telephone call or video conference if persons participating in the meeting can hear each other. The quorum and voting provisions herein stated shall not be construed as conflicting with any provisions of the laws of the State of Florida and these Bylaws which govern a meeting of Directors held to fill the vacancies and newly created Directorships in the Board. Directors may not vote by proxy or secret ballot except, secret ballots may be used when the Board elects the officers.

(f) Notice of Board meetings, and those committee meetings required by statute, shall be open to all Members and subject to the prosing requirements of law.

(g) The President of the Association, if present and acting, shall preside at all meetings. Otherwise, the Vice President of the Association, if present and acting, or or any other Director chosen by the Board, shall preside.

Section 7. Any or all of the Directors may be removed for cause at any time by vote of the Membership owning a majority of the lots as provided in Chapter 720, Florida Statutes as amended from time to time.

Section 8. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified members at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Board of Directors in the management of the business and affairs of the Association, may authorize the seal of the Association to be affixed to all papers which may require it. In the absence of any disqualification of any member of any such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Section 9. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 10. Fiduciary Duty. Each member of the Board of Directors and each officer of the Association have a fiduciary relationship with the members of the Association. This fiduciary relationship imposes obligations of trust and confidence in favor of the Association and its members. It requires each member of the Board to act in good faith and in a manner he or she believes to be in the best interests of the members of the Association. It means the Board members must exercise the care and diligence of an ordinarily prudent person when acting for the community, and it requires each of them to act within the scope of their authority.

Directors and officers of the Association must devote enough time and effort to the performance of their duties to ensure that they are reasonably and faithfully carried out on behalf of the Association. The fact that the Association is a corporation not for profit, or that the members of the Board are volunteers and unpaid, does not relieve them from the standards of trust and responsibility that the fiduciary relationship requires. When confronted with an issue involving special expertise such as a question of law, building or construction matters, insurance or accounting questions, or other similar issues, the law also contemplates that the Board of Directors or an officer will seek the appropriate advice of a professional considered competent in the field and rely upon that advice provided.

ARTICLE SIX

OFFICERS

The Directors shall elect a President, Vice-President, a Secretary, and a Treasurer, and may elect a Assistant Secretaries, and Assistant Treasurers, and may elect or appoint such other officers and agents as are desired. Any number of offices may be held by the same person and failure to elect a President, Secretary or Treasurer shall not affect the existence of this Association.

Unless otherwise provided in the resolution of election or appointment, each officer shall hold office until the meeting of the Board of Directors following the next annual meeting of Membership and until his or her successor has been elected and qualified. Any officer may resign at any time and upon written notice.

Section 1. The President shall be the chief executive officer of the Association and shall have the general direction of the affairs of the Association, except as otherwise prescribed by the Board. He or she shall preside at all meetings of the Membership and the Board of Directors.

Section 2. Each Vice President shall have the powers and duties as may be prescribed from time to time by the President. In the event of incapacity of the President, a Vice President designated by the Board of Directors shall perform such duties of the President as the Board of Directors shall prescribe.

Section 3. The Secretary shall attend all sessions of the Board of Directors and all meetings of the Membership and record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for the standing committees when required. He or she shall give, or cause to be given, notice to the members of the Board of Directors of all meetings, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he or she shall be. The Association manager may be appointed as the recording Secretary to take the meeting minutes.

Section 4. The Treasurer shall have the custody of the corporate funds and securities and shall keep full an accurate account of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He or she shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors at the regular meetings of the Board, or whenever they may require it, an account of all his or her transactions as Treasurer and of the financial condition of the Association. He shall give the Association a bond if required by the Board of Directors in a sum to be set by them, and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of this office, and for the restoration to the Association in case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the Association.

The Board of Directors may remove any officer at any time with or without cause.

ARTICLE SEVEN

SALARIES

The Board of Directors shall hire and fix the compensation of any and all employees or independent contractors which they in their discretion may determine to be necessary in the conduct of the business of the Association.

ARTICLE EIGHT

COMMITTEES

All committees of the Association shall be appointed by the Board of Directors and their term of office and duties shall be as prescribed by the action of the Board of Directors.

ARTICLE NINE

AMENDMENTS

A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by twenty-five percent (25%) of the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting. These Bylaws may be altered, amended, restated, repealed or added to by an affirmative vote of not less than fifty-one percent (51%) of the total Voting Interests in the Association. Votes may be cast in person by written ballot, or by limited proxy.

ARTICLE TEN

FISCAL MATTERS

Section 1. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions.

(a) Depository. The Association shall maintain its funds in such federally insured accounts at financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The foregoing notwithstanding, the Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities and other similar investment vehicles.

(b) Accounts of the Association. The Association shall maintain its accounting books and records according to generally accepted accounting principles. There shall be an account for each Lot. Such accounts shall designate the name and mailing address of each Lot, the amount and due date of each assessment or charge against the Lot, amounts paid, date of payment and the balance due.

(c) Budget. The Treasurer shall prepare, and the Board of Directors shall adopt a budget of Association estimated revenues and expenses for each coming fiscal year. Once adopted, the Association shall provide to each member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member at least forty-five days prior to the beginning of each fiscal year. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expense classifications. The estimated surplus or deficit as of the end of the current year shall be shown and all fees or charges for recreational amenities shall be set out separately. If the Board adopts in any fiscal year an annual budget which requires assessments against Owners to exceed one-hundred and fifteen percent (115%) of assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Owners to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all voting interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. Owners may consider and adopt a substitute budget at the special meeting. A substitute budget shall be adopted if approved by fifty-one percent (51%) of the total Voting Interests in the Association. If a quorum is not present at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled. Any determination of whether assessments exceed 115 percent of assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the common area and Association property, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, or assessments for betterments to the Common Area or Association property.

(d) Reserves. The Board of Directors may establish in the budget one (1) or more reserve accounts for capital expenditures, deferred maintenance, or contingency reserves for unanticipated operating expenses. Board adopted reserve funds are not controlled by Chapter 720 Florida Statutes and therefore may be spent, waived or used as approved by the Board. Membership adopted reserves are restricted by Chapter 720, Florida Statutes and therefore Membership adopted reserves may only be used, waived or reduced on a yearly basis according to Chapter 720 Florida Statutes. The purpose of reserves is to provide financial stability and to avoid the need for Special Assessments. The annual amounts proposed to be so reserved shall be shown in the annual budget.

(e) Fidelity Bonds. The President, Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be acquired by law or otherwise determined by the Board of Directors. The premiums on such bonds are a Common Expense.

(f) Financial Reports. Not later than ninety (90) days after the close of each fiscal year, the Board shall cause to be prepared a financial report as prescribed in 720.303, Florida Statutes. The Association shall provide each member with a copy of the financial report or a written notice that a copy of the financial report is available upon request at no charge to the member.

(g) Audits. A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the voting interests, or by a majority of the Directors, shall be made by a certified public accountant, and a copy of the audit report shall be available to all members.

(h) Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year and end on December 31 that same calendar year.

5/3/2021

Landmark Web Official Records Search

DR BOOK 03630 PAGE 1906

EXHIBIT "C"

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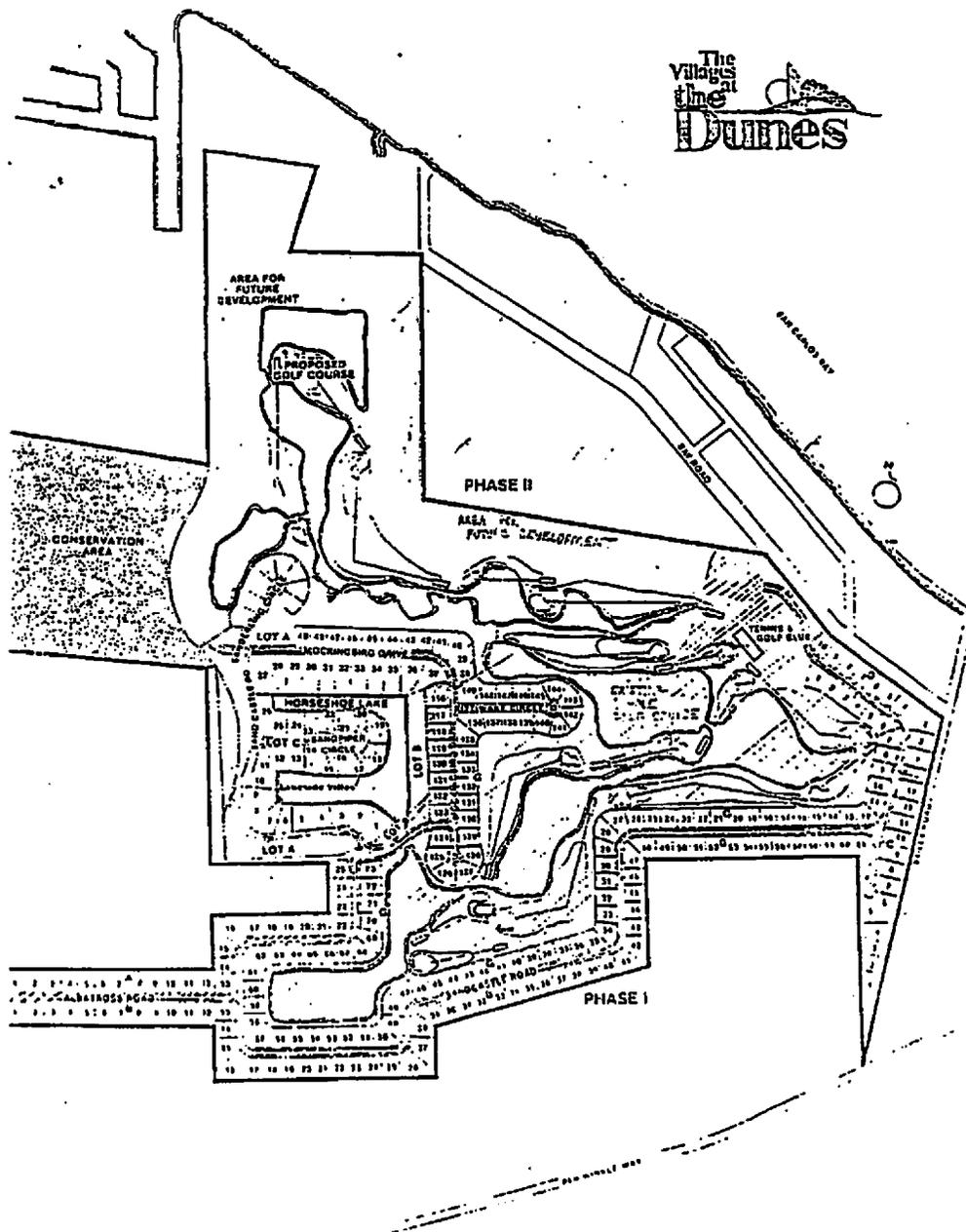


EXHIBIT "D"

RESTATEMENT OF THE

ARCHITECTURAL PLANNING CRITERIA

THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC.

The Association has appointed a committee to be known as the Architectural Review Board ("ARB") to act in accordance with the duties and obligations imposed upon said committee by the Restatement of the Declaration of Covenants and Restrictions for THE VILLAGES AT THE DUNES HOMEOWNER'S ASSOCIATION, INC. The Board of Directors of the Association upon recommendation of the ARB does hereby adopt the following Architectural Planning Criteria:

1. **Building Construction:** No building shall be erected, altered or placed on any lot in THE VILLAGES AT THE DUNES other than either one detached single family dwelling containing not less than 1,200 square feet of livable enclosed floor area, or one duplex unit containing not less than 750 square feet (per side) of livable enclosed area. Livable enclosed floor area shall be exclusive of garages, carports, terraces, decks or porches (unless screened in and covered by a roof which is any integral part of the roof line of the main dwelling). This size limitation may be raised or lowered as deemed necessary with approval of the ARB.

2. **Driveways:** All dwellings shall have a paved driveway of stable and permanent construction of either concrete, asphalt, shell, stone or similar suitable material at the entrance to the parking area, unless exempted by the ARB. There must be room for two cars to park in the driveway.

3. **Games and Play Structures:** All basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling or on the inside portion of the corner lots within the set back lines. No platform, doghouse, playhouse, or other structure of a similar kind or nature shall be constructed on any part of a lot located in front of the rear line of the residence constructed thereon.

4. **Fences and Walls:** The composition, location and height of any fence or wall to be constructed on any lot shall be subject to approval of the ARB. The ARB shall require the composition of any fence or wall to be consistent with the material of the surrounding homes and other fences, if any.

5. **Swimming Pools and Tennis Courts:** Any swimming pool, spa, hot tub or tennis court to be constructed on any lot shall be subject to requirements of the ARB, which include but are not limited to the following:

A. The outside edge of any pool wall cannot be closer than 4 feet to a line extended and aligned with the side wall of the dwelling unless approved by the ARB.

B. Location and construction of tennis or badminton courts must be approved by the ARB.

C. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting.

D. If one owner elects to purchase two adjoining lots and use one for recreation purposes, the lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on

both front and side as required by the ARB. It shall be the intent of the ARB that any such area be screened from public view.

6. Sight Distances at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner lot, nor shall trees be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines as per City of Sanibel Ordinance.

7. Utility Connections: Building connections for all utilities, including but not limited to water, sewer, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner acceptable to the governing utility.

8. Compliance with Governmental Regulations: It should be noted that the ARB assumes no liability for insuring compliance with any applicable governmental regulations or requirements.

