

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of Village Walk Homeowners Association of Naples, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on March 20, 2002, where a quorum was present, after due notice, the resolutions set forth below were duly approved by the vote indicated for the purpose of amending the Declaration of Covenants and Restrictions for Village Walk, and the Articles of Incorporation and the Bylaws of Village Walk Homeowners Association of Naples, Inc., as originally recorded in O.R. Book 2037 at Pages 1675 et seq., Public Records of Collier County, Florida.

1. The following resolution was duly approved by the consent of fifty-one percent (51%) of all Unit Owners.

RESOLVED: That the Declaration of Covenants and Restrictions for Village Walk be amended and the amendment is adopted in the form attached hereto, and made a part hereof.

2. The following resolution was approved by a vote of a majority of the Voting Members present at a meeting of the Voting Members on February 5, 2002, and by a majority of the Directors present at a meeting of the Directors on January 10, 2002, and by the consent of fifty-one percent (51%) of all Unit Owners.

RESOLVED: That the Articles of Incorporation of Village Walk Homeowners Association of Naples, Inc. be amended and the amendment is adopted in the form attached hereto, and made a part hereof.

3. The following resolution was approved by the affirmative vote of the Voting Members representing a majority of the total votes of the Association at a meeting of the Voting Members on February 5, 2002, and also by the consent of fifty-one percent (51%) of all Unit Owners.

RESOLVED: That the Bylaws of Village Walk Homeowners Association of Naples, Inc. be amended and the amendment is adopted in the form attached hereto, and made a part hereof.

Date: 11-29-02

VILLAGE WALK HOMEOWNERS ASSOCIATION OF NAPLES, INC.

By: Paul Feuer
Paul Feuer, President
3953 Isla Ciudad Court
Naples, FL 34109

(CORPORATE SEAL)



(1) Stacie Baily
Witness
Print Name: Stacie Baily
(2) Wendy Wald
Witness
Print Name: Wendy Wald

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 9th day of 11-2002, 2002 by Paul Feuer, President of the aforementioned Corporation, on behalf of the Corporation. He is personally known to me or has produced as identification.



David L. Beeswick
My Commission DD083029
Expires February 19, 2006

Signature of Notary Public

This instrument prepared by Robert C. Samouce, Esq., Samouce, Murrell & Francoeur, P.A., 800 Laurel Oak Drive, Suite 300, Naples, FL 34108.

Print, Type, or Stamp Commissioned Name of Notary Public) (Affix Notarial Seal)

2982995 OR: 3037 PG: 2999

RECORDED IN THE OFFICIAL RECORDS OF COLLIER COUNTY, FL
05/16/2002 at 08:53AM DWIGHT B. BROCK, CLERK

REC FEE 325.50

Retn: SAMOUC MURRELL BY AL
800 LAUREL OAK DR #300
NAPLES FL 34108

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE DECLARATION.
FOR PRESENT TEXT SEE EXISTING DECLARATION OF COVENANTS AND RESTRICTIONS.

AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
VILLAGE WALK

KNOW ALL MEN BY THESE PRESENTS that on March 10, 1995, the original Declaration of Covenants and Restrictions for Village Walk was recorded in Official Record Book 2037, at Page 1675 *et seq.* of the Public Records of Collier County, Florida. That Declaration is hereby amended and is restated in its entirety, as amended.

The land subject to this Declaration is legally described in Exhibit "A" to the original Declaration, as amended. That Exhibit, as amended, is hereby incorporated by reference. No additional land is being added by this instrument. The covenants, conditions and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future Owners. The acquisition of title to a Unit or any other ownership interest in the Properties, or the Lease, occupancy or use of any portion of a Unit or the Properties constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

1. **DEFINITIONS.** The following words and terms used in this Declaration or any of the Governing Documents (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.1. "Association" means Village Walk Homeowners Association of Naples, Inc., a Florida corporation not for profit, which has its principal place of business in Collier County, Florida. The Articles of Incorporation and Bylaws of the Association are attached hereto as Exhibit "B" and "C" respectively.

1.2. "Assessments" means a share of the funds required for the payment of Common Expenses which from time to time are assessed by the Association against an Owner.

1.3. "Articles" and "Bylaws" as used herein, means the Articles of Incorporation and the Bylaws of Village Walk Homeowners Association of Naples, Inc., as amended from time to time.

1.4. "Board" means the Board of Directors responsible for the administration of Village Walk Homeowners Association of Naples, Inc.

1.5. "Common Areas", "Association Property" or "Common Property" means all real property including any personal property improvements and fixtures thereon, owned, leased or the use of which has been granted to the Association for the common use and enjoyment of its Members, their agents, assigns, employees and invitees. The Common Areas include all land which is subject to this Declaration, less and excepting the Lots.

1.6. "Common Expenses" means the expenses incurred by the Association in the course of performing its duties under the Governing Documents and the law. Common Expenses of the Association include the costs of operating the Association, the costs of administration, maintenance, operation, repair and replacement of the Common Areas, other expenses declared by the Governing Documents to be Common Expenses, and

DECLARATION OF COVENANTS AND RESTRICTIONS

2972462 OR: 3026 PG: 0559

RECORDED IN THE OFFICIAL RECORDS OF COLLIER COUNTY, FL REC FEE 166.00
04/26/2002 at 10:34AM DWIGHT B. BROCK, CLERK

Retn: SANGUIC NURPELL BY AL
800 LAUREL OAK DR #300
NAPLES FL 34109

any other valid expenses or debts of the Common Property as a whole or of the Association, which are assessed against the Unit Owners.

1.7. "Common Surplus" means the excess of all receipts of the Association, including but not limited to, Assessments, rents, profits and revenues over the Common Expenses.

1.8. "Declaration of Covenants and Restrictions" means this Declaration, as amended from time to time.

1.9. "Family" or "Single Family" shall refer to any one (1) of the following:

(A) One (1) natural person.

(B) Two (2) or more natural persons who commonly reside together as a single housekeeping unit.

1.10. "Governing Documents" means and includes this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations and all recorded exhibits thereto, as amended from time to time.

1.11. "Guest" means any person who is not the Owner or a lessee of a Residential Unit or a member of the Owner's or lessee's Family, who is physically present in, or occupies a Residential Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

1.12. "Lease" means the grant by a Residential Unit Owner of a temporary right of use of the Owner's Residential Unit for valuable consideration.

1.13. "Lot" means numbered lots located within the Properties as shown on Exhibit "D" on which single family residences are constructed, with the express exception of Lot 1 (Village Walk, Phase One) which Lot as shown on Exhibit "D", for the purposes of this Declaration, shall consist of two "Lots": Lot 1 and Lot 1A.

1.14. "Lot Perimeter Wall" means the exterior wall of a Zero Lot Line Home which is located not more than five (5) feet from the Lot line or boundary.

1.15. "Members" means and refers to those persons who are entitled to membership in the Association as provided in its Articles of Incorporation and Bylaws.

1.16. "Neighborhood" means and refers to the individual streets within Village Walk, as shown on Exhibit "D", on which Residential Units are located, with the exception of Paseo Avila, Pasadena Court, Via Palma, and Via Bella Court. The combinations of Paseo Avila/Pasadena Court and Via Palma/Via Bella Court shall each be deemed a "Neighborhood". There shall be eighteen (18) Neighborhoods within Village Walk.

1.17. "Neighborhood Assessment" means an Assessment for Common Expenses as specifically provided for in the Declaration which shall be used for the benefit of the Owners and occupants of the homes located on the Lots in the Neighborhood against which the specific Assessments will be used. An Assessment not described in the Declaration as a Neighborhood Assessment shall be considered a Common Areas Assessment.

DECLARATION OF COVENANTS AND RESTRICTIONS

1.18. "Occupy" when used in connection with a Residential Unit, means the act of staying overnight in a Residential Unit.

1.19. "Owner" or "Unit Owner" means the record owner of legal title to a Residential Unit.

1.20. "Primary Occupant" means the natural person occupying a Residential Unit when title to the Residential Unit is held in the name of two (2) or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person. When used in reference to a Residential Unit owned in one (1) of the forms listed above, the term "Primary Occupant" shall be synonymous with the term "Owner".

1.21. "Properties", or "Village Walk" means all the real property which is subject to this Declaration as described in Exhibit "A".

1.22. "Residential Unit" or "Dwelling Unit" or "Unit" means an attached or detached single family home built on a Lot.

1.23. "Recreational Facilities" include, but are not limited to, the tennis, swimming, social and other recreational facilities located on the Common Areas.

1.24. "Rules and Regulations" means the rules and regulations as may be adopted by the Board of Directors from time to time.

1.25. "Structure" means that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground. The term shall be construed as if followed by the words "or part thereof". The term includes, without limitation driveways, swimming pools, fences, flagpoles, antennas, and playground equipment.

1.26. "Voting Interests" means the voting rights distributed to the Members pursuant to the Bylaws.

1.27. "Voting Member Council" shall mean and refer to the organization of Neighborhood Voting Members created for the benefit of providing Owner's input into various Association decisions and exercising the decision-making authority granted under the provisions of the Bylaws.

1.28. "Zero Lot Line Home" means a detached Residential Unit with a Lot Perimeter Wall.

2. ASSOCIATION.

2.1. Membership. Every Owner of a Residential Unit shall be a member of the Association, and by acceptance of a deed or other instrument evidencing his ownership interest, each Owner accepts his membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, the Articles of Incorporation and Bylaws, and the Rules and Regulations of the Association, as amended from time to time.

2.2. Voting Rights. Voting rights of the Members and Neighborhood Voting Members are set forth in the Bylaws of the Association.

DECLARATION OF COVENANTS AND RESTRICTIONS

2.3. Articles of Incorporation. A copy of the Amended and Restated Articles of Incorporation of the Association is attached to this Declaration as Exhibit "B".

2.4. Bylaws. The Bylaws of the Association shall be the Amended and Restated Bylaws attached to this Declaration as Exhibit "C", as they may be amended from time to time.

2.5. Delegation of Management. The Association may contract for the management and maintenance of those portions of the Properties it is required to maintain, and may authorize a licensed management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, keeping of records, enforcement of rules, and maintenance, repair and replacement of the Common Areas with funds made available by the Association for such purposes.

2.6. Acts of the Association. Unless the approval or affirmative vote of the Residential Unit Owners or the Neighborhood Voting Members is specifically made necessary by some provision of the law or the Governing Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the Residential Unit Owners or the Neighborhood Voting Members. The officers and Directors of the Association have a fiduciary relationship to the Residential Unit Owners. A Residential Unit Owner does not have the authority to act for the Association by reason of being a Residential Unit Owner.

2.7. Powers and Duties. The powers and duties of the Association include those set forth in Chapters 617 and 720, Florida Statutes, and in the Governing Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Common Areas. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory, easement or use interests in lands or facilities for the use and enjoyment of the Owners.

2.8. Official Records. The Association shall maintain its official records as required by law. The records shall be open to inspection by Members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the Member seeking copies.

2.9. Purchase of Units. The Association has the power to purchase Lot(s) and to hold, lease, mortgage, or convey them, such power to be exercised by the Board of Directors.

2.10. Interests in Real and Personal Property. The Association has the power to acquire property, both real and personal. The power to acquire or dispose of personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 2.9 above, the power to acquire, sell, mortgage or otherwise encumber or convey real property shall be exercised by the Board of Directors only after approval by the Neighborhood Voting Members representing at least two-thirds (2/3rds) of the Voting Interests of the Association.

2.11. Roster. The Association shall maintain a current roster of names and mailing addresses of Unit Owners, based upon information supplied by the Unit Owners. A copy of the roster shall be made available to any Member upon request.

DECLARATION OF COVENANTS AND RESTRICTIONS

3. ASSESSMENTS. The provisions of this section shall govern Assessments payable by all Owners of Residential Units for the Common Expenses of the Association not directly attributable to one (1) of the Residential Units.

3.1. Covenant to Pay Assessments. Each Owner of a Residential Unit by the act of becoming an Owner covenants and agrees, and each subsequent Owner of any Unit (including any purchaser at a judicial sale), by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

(A) The Residential Unit's pro-rata share of annual Assessments based on the annual budget adopted by the Association, recognizing that the pro-rata share of certain budget items (including but not limited to landscape maintenance) vary for individual Units based upon the category of Dwelling Units, as defined below.

(B) The Residential Unit's pro-rata share of Special Assessments for capital improvements or other Association expenditures not provided for by annual Assessments; and,

(C) Any charges properly levied against individual Residential Unit(s) without participation from other Owners of Residential Units.

There shall be three categories of Residential Units located within the Neighborhoods: Capri/Regent; Oakmont/Glenwood; Windsor/Manor. Assessments and charges shall be established and collected as provided herein and elsewhere in the Governing Documents. The Owner of each Residential Unit, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 3.11 below, whenever title to a Residential Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid Assessments and charges against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. No Owner may waive or otherwise escape liability for the Assessments and charges provided for herein by waiver or non-use of the Common Areas, by abandonment, or otherwise. Except as provided elsewhere in the Governing Documents as to mortgagees, no Owner may be excused from the payment of Assessments unless all Owners are similarly excused. Assessments and other funds collected by or on behalf of the Association become the property of the Association. No Owner of a Residential Unit has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No Owner of a Residential Unit can withdraw or receive distribution of his share of the Common Surplus or Association reserves, except as otherwise provided herein or by law.

3.2. Purposes of Assessments. The Assessments levied by the Association shall be used for the purposes of promoting the security, health, safety and general welfare of the residential Owners and residents of Village Walk; to operate, maintain, repair, improve, construct, reconstruct and preserve, on a non-profit basis the Common Areas owned by the Association for the benefit of its Members, their Guests, tenants and invitees; and to perform all other duties and responsibilities of the Association as provided in the Governing Documents. Common Expenses also include the funds necessary to provide reserve accounts for:

(A) acquisition, replacement, renovation or major repairs to the Common Areas; and

(B) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss.

DECLARATION OF COVENANTS AND RESTRICTIONS

3.3. Share of Assessments. Each Residential Unit of a specific category of Dwelling Unit shall be liable for a share of the annual Assessments and Special Assessments (as provided in Section 7.7 of the By-Laws) levied by the Association (other than Neighborhood Assessments). A Residential Unit's share shall be determined by multiplying the Assessment levied against all Residential Units of a specific category of Dwelling Units by a fraction, the numerator of which shall be 1 (one) and the denominator of which shall be the total number of Dwelling Units in that specific category. The result shall be the Residential Unit's share of the Assessment.

3.4. Method of Payments. Each residential Owner of the eight hundred fifty (850) Lots shall pay their quarterly maintenance Assessments and any Special Assessments directly to the Association. The quarterly assessment amounts for each Lot is to be paid in full to the Association no later than the first day of January, April, July, and October of each fiscal year.

3.5. Lien. The Association has a lien on each Residential Unit for unpaid past due Association Assessments and charges, together with interest, late payment penalties and reasonable attorney fees incurred by the Association in enforcing this lien. The lien is perfected by recording a Claim of Lien in the Public Records of Collier County, which Claim of Lien shall state the description of the property encumbered thereby, the name of the record Owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid Assessments and charges, interest, costs and attorney fees which are due and which may accrue or come due after the recording of the Claim of Lien and before the entry of a final judgment of foreclosure. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

3.6. Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid Assessments or charges by the procedures and in the same manner as a mortgage foreclosure. The Association may also bring an action at law against any Owner liable for unpaid charges or Assessments. If final judgment is obtained, such judgment shall include interest on the Assessments as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action, and the Association shall be entitled to recover reasonable attorney fees in connection with any appeal of such action.

3.7. Priority of Liens. The Association's lien for unpaid charges or Assessments shall be subordinate and inferior to any recorded mortgage, unless the Association's Claim of Lien was recorded before the mortgage. Any Lease of a Residential Unit shall be subordinate and inferior to the lien of the Association, regardless of when the Lease was executed.

3.8. Application of Payments: Failure to Pay, Interest. Assessments, charges and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association may also impose a late payment fee (in addition to interest). Assessments, charges and installments thereon shall become due, and the Unit Owner shall become liable for said Assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, late payment fees, court costs and attorney fees, and then to delinquent charges or Assessments. The Association may refuse to accept a partial payment which bears a restrictive endorsement and such will be the equivalent of no payment.

3.9. Acceleration. If any Special Assessment or installment of a regular Assessment as to a Residential Unit becomes more than fifteen (15) days past due, the Association shall have the right to accelerate the due date

DECLARATION OF COVENANTS AND RESTRICTIONS

of the entire unpaid balance of the Residential Unit's Assessments for that fiscal year. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid.

3.10. Certificate as to Assessments. Within fifteen (15) days after request by a Residential Unit Owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all Assessments and other monies owed to the Association by the Residential Unit Owner with respect to the Dwelling Unit have been paid. Any person other than the Residential Unit Owner who relies upon such certificate shall be protected thereby.

OR: 3037 PG: 3006

3.11. Mortgage Foreclosure. Unless otherwise provided by law, if the holder of a mortgage of record acquires title to a Residential Unit as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer of title shall not be liable for the share of Association Assessments attributable to the Unit, or chargeable to the former Owner of the Unit, which came due prior to the mortgagee's acquisition of title, provided the Association's Claim of Lien shall not have been recorded prior to the lien of the holder's mortgage. Any unpaid Assessments for which such acquirer is exempt from liability becomes a common expense collectible from all Owners, including such acquirer and his successors and assigns. No Owner or acquirer of title to a Residential Unit by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any Assessments coming due during the period of his ownership.

4. EASEMENTS.

4.1. Appurtenant Easements The Owner of each Residential Unit, their Guests, lessees and invitees, shall have as an appurtenance to his Unit a perpetual nonexclusive easement for ingress and egress over, across and through the Common Areas for the use and enjoyment of all Recreational Facilities, such use and enjoyment to be shared in common with the other Owners of Dwelling Units, their Guests, lessees and invitees, subject to provisions of this Declaration.

4.2. Utility Easements. A perpetual easement shall exist upon, over, under and across Village Walk for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, valves, gates, pipelines, electric, telephone, cable television and all machinery and apparatus appurtenant thereto as may be necessary for the installation and maintenance of utilities servicing all Owners of Dwelling Units and servicing the Common Areas, all such easements to be of a size, width and location so as to minimize and not unreasonably interfere with the use of any improvements which are now, or will be, located upon said property. The Association, through its Board of Directors, has the authority to grant additional easements, and to modify, move or vacate such existing easements as may be necessary to efficiently and effectively provide utility and other services to the Units and Common Areas.

4.3. Subordination. Notwithstanding any of the foregoing to the contrary, it is understood that these covenants and restrictions are subordinate, and will be subordinate without the necessity of any other instrument, to any existing easement covering the basic water, sewer and drainage systems installed in the

DECLARATION OF COVENANTS AND RESTRICTIONS

Common Areas, and any existing easement or easements to any public or quasi-public utility for the installation and maintenance of service lines in the Common Areas.

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

(A) The right of the Association, in accordance with its Bylaws, to borrow money for the purpose of improving and/or maintaining the Common Areas and providing the services authorized herein, and, in aid thereof, to mortgage said Properties.

(B) The right of the Association to place reasonable restrictions upon the use of any roadways owned by the Association including, but not limited to, the maximum and minimum speeds of vehicles using said roads, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles using said roads. The fact that such restrictions may be more restrictive than the laws of any state or local government having jurisdiction over Village Walk shall not make such restrictions unreasonable.

(C) The right of the Association to impose Rules and Regulations governing the use of the Common Areas and Association Properties as further provided in Section 8 of the Bylaws.

(D) The right of the Association to a non-exclusive easement over, across and through each Residential Unit and Lot as necessary to meet the Association's maintenance responsibilities.

4.5. Easement for Encroachment. If any Structure located on a Lot shall encroach upon any portion of the Common Areas or an adjoining Lot by reason of original construction or by the non-purposeful or non-negligent act of the Owner of such Structure, then an easement for the encroachment and maintenance of the Structure shall exist so long as the encroachment exists.

4.6. Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Unit or Lot for emergency, security, and safety reasons, to perform maintenance pursuant to this Declaration, and to inspect for the purpose of ensuring compliance with this Declaration, any subsequent amendment, By-Laws, and the Rules and Regulations, which right may be exercised by any member of the Board, its officers, agents, employees, and managers, and all policemen, firemen, emergency medical personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours. This right of entry shall include the right of the Association to enter upon any Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after a written request of the Board.

4.7. Zero Line Easement:

(A) Each Lot on which a Zero Lot Line Home is constructed is subject to an easement (the "Zero Line Easement") of approximately five (5) feet in width which extends from the front of the said Home (street side) to the rear boundary of the Lot. Each Zero Lot Line Home is constructed within a Lot such that one side of the residential Unit, the side which includes the Lot Perimeter Wall, is adjacent to the Zero Line Easement. A sketch of the Zero Line Easement is attached to this Declaration and made a part hereof marked Exhibit "E".

DECLARATION OF COVENANTS AND RESTRICTIONS

(B) The Owner of the Lot immediately adjacent to the Zero Line Easement is the grantee of the Zero Line Easement. The grantee is hereby granted the exclusive right to use and maintain the real property within the Zero Line Easement. The Owner of the Lot on which the Zero Line Easement is located shall not be permitted to use or to maintain the real property within the Zero Line Easement (except for roof overhang); however, in the event of damage to his Residential Unit, the Owner of the Lot on which the Zero Line Easement is located may enter upon the real property subject to the Zero Line Easement to perform repairs and replacements to his Zero Lot Line Home.

(C) The real property within the Zero Line Easement may be used by the grantee only for landscaping and irrigation purposes. No landscaping material may be placed within the Zero Line Easement which would contact the Lot Perimeter Wall or the roof of the Residential Unit abutting the Zero Line Easement. No irrigation shall be permitted within the Zero Line Easement which could damage the Lot Perimeter Wall or roof of the Residential Unit abutting the Zero Line Easement.

5. MAINTENANCE.

5.1. Maintenance and Alteration of Lots. Each Owner of one (1) of the eight hundred fifty (850) Lots shall, at his sole cost and expense, maintain, repair, and replace all parts of the residential home and Lot except for items described in Section 5.2, 5.3 and 5.4 below, keeping the same in a condition comparable to their condition at the time of their initial construction, except for ordinary wear and tear. The owner is responsible for the normal routine painting of the exterior walls of the attached or detached Residential Unit, but in no case shall the original color be altered. Included in this maintenance responsibility is the duty to periodically clean the exterior surfaces of the walls and roofs to keep same free from unsightly mold and mildew buildup. No Owner of a Lot shall materially alter, or make any substantial additions to, the exterior of his Residential Unit without the prior written approval of the Association, as further provided in Section 6.

5.2. Lot Perimeter Walls.

(A) Maintenance of the Lot Perimeter Wall shall be the obligation of the Owner of the Lot adjacent to the Lot Perimeter Wall. Periodic cleaning of the exterior surface of the Lot Perimeter Wall to keep same free from unsightly mold and mildew buildup and superficial repairs to the Wall shall be the responsibility of the adjacent Lot Owner who shall have an easement over the real property of the adjacent Lot on which the Lot Perimeter Wall is located, in order to maintain and make superficial repairs to the Lot Perimeter Wall. Structural repairs to the Lot Perimeter Wall shall be made by the Owner of the Lot upon which the Lot Perimeter Wall is located.

(B) In no event shall any person make any structural or other changes in or to the Lot Perimeter Wall without the express written approval of the Architectural Control Committee.

(C) In the event the Association shall determine that the Lot Perimeter Wall has been damaged by the adjacent Lot Owner, that Owner shall be responsible for repairing such damage in a timely manner and in accordance with the standards established by the Board of Directors. In the event such repair is not so accomplished by said adjacent Lot Owner within thirty (30) days, unless extended by the Board, the Association shall have the right at reasonable times to enter the adjacent Lot to effect such repair, and the costs thereof shall be assessed the adjacent Lot Owner, and, if not

DECLARATION OF COVENANTS AND RESTRICTIONS

paid in a timely manner determined by the Board, shall become a Member Special Assessment against the adjacent Lot.

5.3. Party Walls/Fences/Roofs - Attached Residential Units

(A) The attached Residential Units comprising each building are single-family attached Units with common walls, known as "party walls", between each Unit that adjoins another Unit. The centerline of a party wall is the common boundary of the adjoining Units.

(B) Each common wall in an attached Residential Unit shall be a party wall, and any party to said wall, his heirs, successors, and assigns shall have the right to use same jointly with the other party to said wall as herein set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete or other material forming said party wall.

(C) Those non-supporting and free-standing walls which, as originally constructed, are located between two abutting Lots on which attached Residential Units are constructed are to be known as and are declared to be "party fences".

(D) The cost of maintaining each side of a party wall or party fence shall be borne by the homeowner of the attached Residential Unit using said side. The responsibility for repairing the Structure of the party wall or party fence and cost thereof shall be borne equally by both Lot Owners using said wall or fence. Each Owner shall have an easement over the entire width of the party wall or party fence to repair same. Each Owner shall have the right to repair the party wall or party fence with or without the consent of the Owner sharing the wall or fence. If the shared Owner does not consent or fails to pay his equal share of the cost of repair, the Association shall have the right to pay the delinquent Owner's share to the adjacent Owner and assess the delinquent Owner for reimbursement of the cost of said repair, as a Member Special Assessment.

(E) Each Owner shall maintain and repair his portion of the roof of the shared Structure including periodic cleaning of the exterior surface of the roof to keep same free from unsightly mold and mildew buildup. The responsibility for replacing the roof and cost thereof shall be borne equally by both adjacent Owners; in the event of dispute, the opinion of a licensed roofing contractor shall be determinative. Each Owner shall have an easement over the entire roof to replace same. Each Owner shall have the right to replace the roof with or without the consent of the adjacent Owner. If the adjacent Owner does not consent to replace the roof or fails to pay his equal share of the cost of replacement, the Association shall have the right to pay the delinquent Owner's share to the adjacent Owner and assess the delinquent Owner for reimbursement of the cost of said replacement, as a Member Special Assessment.

(F) An Owner's responsibility to pay his share for repair to a party wall, party fence, or replacement of the roof is subject to the right of the non-offending Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions, which right of contribution shall be appurtenant to the land and shall pass to such Owner's successor in title.

5.4. Association Maintenance. The Association is responsible for the following:

DECLARATION OF COVENANTS AND RESTRICTIONS

(A) Common Areas. The Association is responsible for the maintenance, repair, replacement and operation of all Common Areas including, but not limited to, landscaping, trees, plantings, lawns, flowers and flower beds, water management facilities, irrigation and sprinkler systems, footpaths, sidewalks, roadways, parking lots and spaces, street lights and lighting facilities, drainage facilities, perimeter and interior masonry walls, wood fences, entry gates and Structure, awnings, curbing and sidewalks, Recreational Facilities, lakes and related facilities, town center, community pools, gatehouse and maintenance buildings and related equipment.

(B) Lots. The Association is responsible for the maintenance of the lawn, trees, permanent plantings (as originally installed or their replacements) and sprinkler systems of each Lot in order to maintain the community-wide standard throughout all the Properties.

(C) Cost of Maintenance. The Association's costs for maintenance, repair or replacement of Common Areas and Lots, as specified in paragraph (B) above, shall be a common expense to all Owners.

5.5. Enforcement of Maintenance. If the Owner of a Lot fails to maintain his Lot and/or home as required above and pursuant to Section 7 below, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including but not limited to entering the Lot or home, with or without consent of the Owner. The Association may repair, replace or maintain any item which constitutes a hazard to other property or residents, prevents the Association from fulfilling its maintenance responsibilities, or which has a materially adverse effect on the appearance of the Properties. Any expenses so incurred by the Association shall be billed directly to the Owner of the Lot to which such services are provided, and shall be a charge against the Residential Unit, secured by a lien against the Unit as provided in Section 3 above.

5.6. Negligence: Damage Caused by Condition in Residential Unit. Each Residential Unit Owner shall be liable for the expenses of any maintenance, repair or replacement of Common Areas, other Residential Units, or personal property made necessary by his act or negligence or by that of any member of his family or his Guests, employees, agents, or lessees.

6. ARCHITECTURAL CONTROL TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE COMMUNITY

6.1. Improvements Requiring Approval. No building, Structure, enclosure or other improvement, or landscaping, shall be erected or altered, nor shall any grading, excavation, change of exterior color (except as to Residential Units which exterior colors cannot be changed), or other work which in any way alters the exterior appearance of any Structure, Residential Unit or Common Area be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the ACC. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding Structures and topography.

6.2. The ACC. The architectural review and control functions of the Association shall be administered and performed by the Architectural Control Committee (the ACC), which shall consist of at least three (3) individuals, each of whom must be a Member, a Member's spouse or Primary Occupant. All members of the ACC shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. A member of the Board of Directors may not concurrently serve on the ACC. A majority of the ACC shall

DECLARATION OF COVENANTS AND RESTRICTIONS

constitute a quorum to transact business at any meeting of the ACC, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. Any vacancy occurring on the ACC because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors.

6.3. Powers and Duties. The ACC shall have the following powers and duties: OR: 3037 PG: 3011

(A) To recommend, from time to time, to the Board of Directors of the Association the creation of or modification and/or amendments to the Architectural Planning Criteria. Any Architectural Planning Criteria, modifications or amendments thereto shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the total membership of the Board of Directors of the Association at a meeting duly called and noticed.

(B) To require submission to the ACC of two (2) complete sets of all plans and specifications for any improvement, structure of any kind or any other work which in any way alters the exterior appearance of any Structure, Dwelling Unit or Common Areas, including without limitation, any building, fence, wall, swimming pool, enclosure, sewer, drain, decorative building, landscape device, object or other improvement, or landscaping, the construction or placement of which is proposed upon the Properties. The ACC may also require submission of samples of building materials proposed for use in any Structure, and may require such additional information as may reasonably be necessary to completely evaluate the proposed Structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

(C) To approve or disapprove, provided that a project falls within the Architectural Planning Criteria, any improvement or Structure of any kind, including, without limitation, any building, fence, wall, screen enclosure, drain or disposal system, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon the Property, and which is visible from the outside of any Dwelling Unit. No project shall commence until a decision of approval has been made in writing by the ACC. All decisions of the ACC shall be submitted in writing to the Board of Directors of the Association. Any party aggrieved by a decision of the ACC shall have the right to make a written request to the Board of Directors of the Association, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive, and such determination shall be rendered within forty-five (45) days of the filing of the request. If a project does not fall within the Architectural Planning Criteria, the ACC shall submit the proposed project to the Board of Directors with its recommendation for which the Board will decide approval or disapproval within forty-five (45) days.

(D) To collect and hold in escrow any damage deposit required under a schedule determined by the Board of Directors for the type of construction proposed at the time application is made to the ACC. Such deposit is to be refunded upon completion of the project after inspection determines that there was no damage to the Common Areas or Lot(s).

(E) To adopt a procedure for inspecting approved changes during and after construction to ensure conformity with approved plans.

7. **USE RESTRICTIONS.** The following use restrictions and standards shall apply to Village Walk and shall be enforced by the Association pursuant to Section 12. hereof:

DECLARATION OF COVENANTS AND RESTRICTIONS

7.1. Residential Uses. No Residential Unit shall be occupied by more than one Family at any time. Each Residential Unit shall be used as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any Residential Unit including, but not limited to, visitation of the home by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library in his Residential Unit, from keeping his personal, business or professional records in his Unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his Residential Unit. Such uses are expressly declared customarily incident to residential use.

7.2. Minors. All occupants under eighteen (18) years of age shall be supervised at all times by a resident adult to ensure that they do not become a source of unreasonable annoyance to other residents.

7.3. Pets. No animals shall be raised, bred, or kept in any Unit, except that dogs, cats, or other household pets may be kept in the Unit, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board. Notwithstanding the foregoing, no animal may be kept in the Unit, which, in the judgment of the Board, results in a nuisance or is obnoxious to the residents in the vicinity. No Owner shall be permitted to maintain in his or her Unit a bull terrier (pit bull), or any dog or dogs of mean or of violent temperament or otherwise evidencing such temperament. Pets shall not be permitted in any of the Common Areas unless under leash. Each pet Owner shall be required to clean up after his or her pet. Each Owner, by acquiring a Unit, agrees to indemnify the Association and hold it harmless against any loss or liability resulting from his or her, his or her family member's, or his or her lessee's ownership of a pet. If a dog or any other animal becomes obnoxious to other Unit Owners by barking or otherwise, the Owner shall remedy the problem, or upon written notice from the Association, he or she will be required to remove the pet from the Properties.

7.4. Nuisances. No Unit shall be used, in whole or in part, for the storage of any property or object that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, object, or material be kept in any Unit that will emit a foul or obnoxious odor or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property or to Village Walk as a whole. No illegal, noxious, or offensive activity shall be carried on in any Unit, Common Area, Association Property or Common Property nor shall anything be done thereon tending to cause an unreasonable interference, unreasonable annoyance or nuisance to any person using any Common Area, Association Property or Common Property. There shall not be maintained in any Unit, Common Area, Association Property or Common Property any plants, animals, devices, or objects of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. The failure of, or the refusal by, a resident to comply with the procedural requirements or rules regarding vehicular entry into Properties, as promulgated by the Board of Directors from time to time, is an "unreasonable interference" under this section and a violation of the covenants and restrictions and the rules and regulations of Village Walk.

7.5. Signs. No person may post or display "For Sale" or "For Rent" or other similar signs anywhere within the Properties, including within automobiles, except at locations and for durations as approved by the Board of Directors.

7.6. Garage Parking. No automobile garage shall be permanently enclosed or converted to other use without the written permission of the Board of Directors. Certain vehicles described in Section 7.8 below must be parked within a garage. Vehicles shall not be parked overnight on roads or swales.

DECLARATION OF COVENANTS AND RESTRICTIONS

7.7. Lot Structures. Other than one (1) single family dwelling, no Structure (other than antennas as permitted in Section 7.12 below), trailer, house trailer, tent, shack, garage, barn, carport, or outbuilding shall be used or placed on any Lot any time either temporarily or permanently.

7.8. Motor Vehicles and Boats. No motorcycle, off-road sport vehicle (including trail-bikes, mini-bikes, three or four wheel all-terrain vehicles, and dune buggies), golf carts, trucks (including pick-up trucks), trailers, boats, vans or sport utility vehicles of excessive length or height (i.e. longer or higher than can be kept in the Unit's closed garage), campers, motor homes, buses, commercial vehicles of any type (i.e. any vehicle which has any exterior lettering or logo, or has visible tools or equipment), non-passenger vans (i.e. any van which does not have a rear seat and side windows), or similar vehicle shall be parked on any part of the Properties or driveway, or designated parking space within the Properties except: (1) within a garage; (2) commercial vehicles, vans or trucks delivering goods or furnishing services temporarily during daylight hours (except emergency service after daylight hours), and (3) upon such portion of the Properties as the Board may, in its discretion allow. No maintenance or repair shall be performed upon any motor vehicle, boat, trailer or camper except within an enclosed garage. The Association shall have the right to authorize the towing away of any vehicle in violation of this rule or to bring legal action to enforce this rule and in the case of either towing or legal action, the costs and fees (including attorney's fees, if any) are to be borne by the vehicle Owner or violator.

7.9. Lot Division. No Lot or Residential Unit shall be divided.

7.10. Use of Lakes. Swimming, wading or bathing in the lakes or water retention areas is prohibited. All other uses of the lakes and water retention areas shall be regulated by the Board.

7.11. Underground Utility Lines. All telephone, electric, water, sewer, television or other distributors must be underground from the lot line to the Structure being served.

7.12. General

(A) No towels, garments, rugs, etc., may be hung from windows, railings or other parts of the Residential Units. No clotheslines or drying yards shall be located so as to be visible from neighboring Units or from the interior roadways within Village Walk.

(B) No obnoxious or offensive activity shall be carried on within the Properties, or upon any part, portion or tract thereof, nor shall anything be done which may be or become a source of unreasonable nuisance or annoyance to the community or its residents.

(C) No rubbish, trash, garbage or other waste materials shall be kept or permitted to be visible from the street or adjoining Units or Common Areas. Trash, garbage and other waste shall be kept only in lidded enclosed sanitary containers which shall be kept in clean and sanitary conditions and kept either in the Residential Unit or out of view from the street except when out for pick-up. Garbage and trash shall not be put on the curb, for pick-up, prior to 6:00 P.M. the night before the scheduled pick-up.

(D) No antenna of any kind shall be placed or erected upon any parcel or affixed in any manner to the exterior of any building other than a satellite antenna one (1) meter or less in diameter, an aerial designed to receive over-the-air television broadcast, or an antenna designed to receive multi-

DECLARATION OF COVENANTS AND RESTRICTIONS

channel, multi-point distribution service which may be installed only at a location and in a manner approved by the Board of Directors.

(E) No recreational or play structures, such as but not limited to, basketball goals, swing sets, or sandboxes, shall be permanently installed on the Lots where they are visible from the street or Common Areas. Any portable recreational or play devices, such as but not limited to, portable basketball goals, canoes, and other water craft, must be kept in the garage or other area located within the Lot where they are not visible from the street or Common Areas except when they are in immediate use.

(F) Permanently installed hurricane shutters shall be allowed after application to, and approval by, the Architectural Control Committee verifying that they conform to the Architectural Planning Criteria. Temporary or other hurricane protection devices which have not received Architectural Control Committee approval may be used only during a hurricane emergency and must be removed as soon as the hurricane emergency is over.

(G) Any occupant of a Unit who owns, leases, or otherwise operates a golf cart on the Properties shall register the golf cart with the Association and provide proof of liability insurance coverage for it with minimum limits as required by the Association and shall abide by the Rules and Regulations concerning the operation, parking, and safety equipment requirements of the golf cart which may be promulgated from time to time by the Board of Directors. Any operator of a golf cart must possess a valid driver's license issued by a governmental authority.

8. COMMERCIAL COMMON AREAS. Portions of the Common Areas may be designated by the Association for commercial use. The Board shall determine the manner in which commercial portions of the Common Areas are occupied, maintained, and operated. Where advisable, income, if any, from the rental of portions of the Common Areas in a commercial capacity, may be used to reduce the Common Expenses of the Association.

9. INSURANCE. In order to adequately protect the Association and its Members, insurance shall be carried and kept in force at all times in accordance with the following provisions.

9.1. **Association: Required Coverage.** The Association shall maintain adequate property insurance covering all of the, Structures and improvements located in the Common Areas and all other property owned by the Association. The Association shall also provide adequate general liability insurance and other optional insurance as permitted in Section 9.6. The amounts of coverage shall be determined annually by the Board of Directors. The insurance carried by the Association shall afford at least the following protection:

(A) **Property.** Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

(B) **Flood.** In amounts deemed adequate by the Board of Directors, as and if available through the National Flood Insurance Program.

(C) **Liability.** Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as determined by the Board of Directors with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

DECLARATION OF COVENANTS AND RESTRICTIONS

(D) Automobile. Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles when used for Association business, in such limits of protection and with such coverage as may be determined by the Board of Directors.

(E) Compensation. The Association shall maintain Workers' Compensation insurance if required by law.

9.2. Duty to Insure. Each residential Owner of a detached Residential Unit is responsible for insuring his home and the personal property within his own home. Each homeowner must recognize that he bears financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance. Each residential Owner of an attached Residential Unit shall maintain minimum standard "all risk" property insurance for such home in an amount equal to the replacement value of the home and shall provide proof of said insurance to the Association upon request. Should such Owner fail to insure his home or fail to provide proof of said insurance upon request, then the Association may purchase the required insurance, and the cost of such insurance shall be levied as a Member Special Assessment against said attached Residential Unit.

9.3. Duty to Reconstruct. If any residence or other improvements located on any Lot is destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner of such improvements shall cause repair or replacement to be commenced within ninety (90) days from the date that such damage or destruction occurred, unless extended by the Association, and to complete the repair or replacement within nine (9) months thereafter, unless extended by the Association. All such repairs or replacements must restore the improvements to substantially their original character, design and condition, shall utilize and conform with the original foundation and appearance of the original improvements, except as otherwise approved by the Board of Directors.

9.4. Failure to Reconstruct. If the Owner of any Lot fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for in Section 9.3 above, the Association shall give written notice to the defaulting Owner. If after thirty (30) days the Owner has not made satisfactory arrangements to meet its obligations, the Association shall be deemed to have been granted the right by the Owner, as such Owner's attorney-in-fact, to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. If the Association exercises the rights afforded to it by this section, which shall be in the sole discretion of the Board of Directors, the Owner of the Lot shall be deemed to have assigned to the Association any right he may have to insurance proceeds that may be available because of the damage or destruction of the improvements. The Association shall have the right to recover from the Owner any costs not paid by insurance as a Member Special Assessment and shall have a lien on the Lot to secure payment.

9.5. Association Insurance: Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry by law and under this Declaration, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association. To the extent permitted by law, the Association may self-insure.

9.6. Optional Coverage. The Association may purchase and carry other insurance coverage as the Board of Directors may determine to be in the best interest of the Association and Residential Unit Owners such as, but not limited to, Directors and Officers liability insurance.

DECLARATION OF COVENANTS AND RESTRICTIONS

9.7. Description of Coverage. A detailed summary of the coverages included in the master policies, and copies of the master policies, shall be available for inspection by Residential Unit Owners or their authorized representatives upon request.

9.8. Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Association, Unit Owners, or their respective servants, agents or Guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

9.9. Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the Residential Unit Owners and their respective mortgagees in the following shares:

(A) Common Areas. Proceeds on account of damage to Common Areas shall be held in as many undivided shares as there are Residential Units, the shares of each Owner being the same as his share in the Common Expenses.

(B) Mortgagee. If a mortgagee endorsement has been issued as to a Residential Unit, the shares of the mortgagee and the Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against a Unit or Units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

9.10. Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Owners in the following manner. The proceeds shall be paid to defray the costs of reconstruction or repair by the Association. Any proceeds remaining after defraying costs shall be distributed to the beneficial Owners.

9.11. Association as Agent. The Association is hereby irrevocably appointed as agent for each Residential Unit Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Common Areas.

9.12. Damage to Common Areas. Where loss or damage occurs to the Common Areas or to property owned by the Association, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply.

(A) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.

(B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the Common Areas, the Association shall promptly, upon determination of the deficiency, levy a Common Area Special Assessment against all Unit Owners for the deficiency. All funds collected by the Common Area Special Assessments shall be added to the funds available for repair and restoration of the property.

DECLARATION OF COVENANTS AND RESTRICTIONS

(C) Any reconstruction and repair must be substantially in accordance with the plans and specifications for such property as originally constructed, and in any event, according to plans and specifications approved by the Board.

10. SALE AND LEASING OF UNITS. In order to assure a community of congenial residents and thus protect the value of the Units in the Properties, the sale or Lease of Units shall be subject to the following provisions:

10.1. Notice to Association. Not less than twenty (20) days prior to: 1) the date of any closing of a sale, or 2) the effective date of any Lease; the Unit Owner shall notify the Association in writing of his or her intention to sell or Lease his or her Unit and furnish with such notification a copy of the contract for purchase and sale or a copy of the Lease, whichever is applicable. Except as provided in Sections 10.3 and 10.4 below, it is not the intention of this section to grant to the Association a right of approval or disapproval of purchasers or lessees. It is, however, the intent of this paragraph to impose an affirmative duty upon the Unit Owners to keep the Association fully advised of any changes in occupancy or ownership for the purposes of facilitating the management of the Association's membership records. As this section is a portion of the Declaration which runs with the land, any transaction which is conducted without compliance with this section may be voidable by the Association.

10.2. Lease Agreement Terms. Any and all Lease agreements between an Owner and a lessee of such Owner shall be in writing, shall provide for a term of not less than four (4) months, and must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the lessee under such Lease agreement to comply with such terms and conditions shall be a material default and breach of the Lease agreement. It shall be the obligation of all Unit Owners to supply the Board with a copy of said written agreement prior to the lessee occupying the premises. Unless provided to the contrary in a Lease agreement, a Unit Owner, by leasing his Unit, automatically delegates his right of use and enjoyment of the Common Areas and facilities to his lessee; and in so doing, said Owner relinquishes said rights during the term of the Lease agreement.

10.3. Association Approval. Upon receipt of a copy of the contract for purchase and sale or a copy of the Lease, the Association shall within ten (10) business days, issue a Certificate indicating the Association's approval of the transaction. In the event of a sale, it shall then be the responsibility of the purchaser to furnish the Association with a recorded copy of the deed of conveyance indicating the Owner's mailing address for all future Assessments and other correspondence from the Association. Provided, however, prior to the issuance by the Association of a Certificate indicating the Association's approval of the transaction, the purchaser or lessee shall be required to agree to comply with the Rules and Regulations of the Association.

10.4. Delinquent Unit Owners. Notwithstanding the provisions above, in the event that a Unit Owner is delinquent in paying any Assessment, charge or fine, or the Owner or his buyer, family, Guests, agents, licensees or invitees are not in compliance with any provisions of the Governing Documents, the Association has the right to disapprove of any sale; and in the case of a Lease, the right to disapprove of and to void any Lease at any time prior to or during the leasehold tenancy until any delinquent assessment, charge or fine, is paid and/or until any violation of the Governing Documents is corrected.

11. AMENDMENTS; TERMINATION.

DECLARATION OF COVENANTS AND RESTRICTIONS

11.1. Duration and Termination.

(A) The conditions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any real property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of fifty (50) years from the date the original Declaration was recorded. Upon the expiration of said fifty (50) year period this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, and subject to existing laws and ordinances, that there shall be no renewal or extension of this Declaration if during the last year of the initial ten (10) year period, or during the last year of any subsequent ten (10) year renewal period, at least two-thirds (2/3rds) of all Owners of Residential Units affirmatively vote at a duly held meeting of Members of the Association in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, be given at least forty-five (45) days in advance of said meeting. If the Association votes to terminate this Declaration, the President and Secretary shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Collier County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

(B) **Termination and Documents.** If this Declaration is terminated in accordance herewith, each and every Owner of a Unit by acquiring title to his Unit covenants and agrees that the termination documents shall require:

- (1). That all Units shall continue to be used solely as single-family residences.
- (2). All Common Areas shall be owned and held in equal shares by the Unit Owners as tenants in common, and each Unit Owner shall remain obligated to pay his pro rata share of expenses to continually maintain the Common Areas.
- (3) All Units shall be maintained in accordance with the provisions of Article 5 of this Declaration and further shall be subject to the easements as provided in Article 4 of this Declaration.

11.2. **Amendments by Members.** Except as otherwise provided herein or by law, this Declaration may be amended at any time by affirmative vote or consent of at least a majority of the total Voting Interests of the Association at any annual or special meeting. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by the President or Vice-President of the Association with the formalities of a deed. This

DECLARATION OF COVENANTS AND RESTRICTIONS

Declaration may also be amended by a majority of the total Voting Interests consenting to same in writing, without a meeting. The consent of the Members to an amendment without a meeting shall be evidenced by a writing(s) signed by the required number of Members and deposited with the Secretary of the Association. A certificate executed by the Secretary, acknowledging the receipt of the written consent(s) and attached to the amendment, shall be recorded in the Public Records of Collier County. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

12. ENFORCEMENT; GENERAL PROVISIONS.

12.1. Owner and Member Compliance. The protective covenants, conditions, restrictions and other provisions of the Governing Documents and the rules promulgated by the Association shall apply to Members and all persons to whom a Member has delegated his right of use in and to the Common Areas, as well as to any other person occupying any residence under Lease from the Owner or by permission or invitation of the Owner or his tenants (express or implied), and their licensees, invitees or Guests. Failure of an Owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Association of the power to enforce these provisions. Each Residential Unit Owner shall be responsible for any and all violations by his family members, tenants, licensees, invitees or Guests, and by the Guests, licensees and invitees of his tenants, at any time.

12.2. Litigation. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of law, or of the Governing Documents or Association rules, may be brought by any Owner, or the Association against:

- (A) The Association;
- (B) A Residential Unit Owner;
- (C) Anyone who occupies or is a tenant or Guest in a Residential Unit; or
- (D) Any officer or Director of the Association who willfully and knowingly fails to comply with these provisions.

Failure of the Association or any Owner to enforce any covenant, condition or restriction herein contained for any period of time shall not be deemed a waiver or estoppel of the right to enforce same thereafter.

12.3. Attorneys Fees. In any legal proceeding arising out of an alleged failure of a Guest, tenant, Residential Unit Owner, officer, Director or the Association to comply with the requirements of the law, or the Governing Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorney fees as may be awarded by the court.

12.4. No Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owners under the law and the Governing Documents shall be cumulative, and the exercise of any one (1) or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies or privileges that may be available.

DECLARATION OF COVENANTS AND RESTRICTIONS

12.5. Notices. Any notice required to be sent to any Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed to the last known address of the Owner appearing in the records of the Association, or to the address of the Member's residence. Notice to one (1) of two (2) or more co-Owners of a Residential Unit shall constitute notice to all co-Owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address.

12.6. Severability. Should any covenant, condition or restriction herein contained, or any section, subsection, sentence, clause, phrase or term of this Declaration or its recorded exhibits be declared to be void, invalid, illegal, or unenforceable, for any reason, by any court having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. It is not the intent of the provisions of this Amended Declaration to change any Owner's vested rights. If a provision is deemed by a court of competent jurisdiction to impair an Owner's vested right, said provisions shall be void and unenforceable.

12.7. Interpretation. The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

12.8. Not-for-Profit Status. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity inconsistent with its not-for-profit status under applicable state or federal law.

12.9. Use of Singular and Plural and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

12.10. Headings. The headings used in the Governing Documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

DECLARATION OF COVENANTS AND RESTRICTIONS

EXHIBITS TO DECLARATION.

Exhibits listed below were recorded on March 10, 1995, together with the Declaration of Covenants and Restrictions for Village Walk, at O.R. Book 2037, Page 1675 *et seq.*, Public Records of Collier County, Florida.

• The following Exhibits, as previously recorded to the original Declaration as amended, are hereby incorporated by references as Exhibits to the Amended and Restated Declaration of Covenants and Restrictions, as amended.

Exhibit "A" - LEGAL DESCRIPTION OF THE PROPERTIES

VILLAGE WALK, PHASE ONE, according to the plat thereof, as recorded in Plat Book 24, Pages 31 through 38, inclusive,

VILLAGE WALK, PHASE TWO, according to the plat thereof, as recorded in Plat Book 25, Pages 8 through 11, inclusive,

VILLAGE WALK, PHASE THREE, according to the plat thereof, as recorded in Plat Book 25, Pages 90 through 93, inclusive,

VILLAGE WALK, PHASE FOUR, according to the plat thereof, as recorded in Plat Book 26, Pages 60 through 64, inclusive,

VILLAGE WALK, PHASE FIVE, according to the plat thereof, as recorded in Plat Book 27, Pages 64 through 69, inclusive,

VILLAGE WALK, PHASE SIX, according to the plat thereof, as recorded in Plat Book 29, Pages 28 through 31, inclusive,

all of the Public Records of Collier County, Florida.

In addition, the following Exhibits are completely amended and restated, and the Restatements are attached hereto and recorded herewith.

Exhibit "B" - ARTICLES OF INCORPORATION

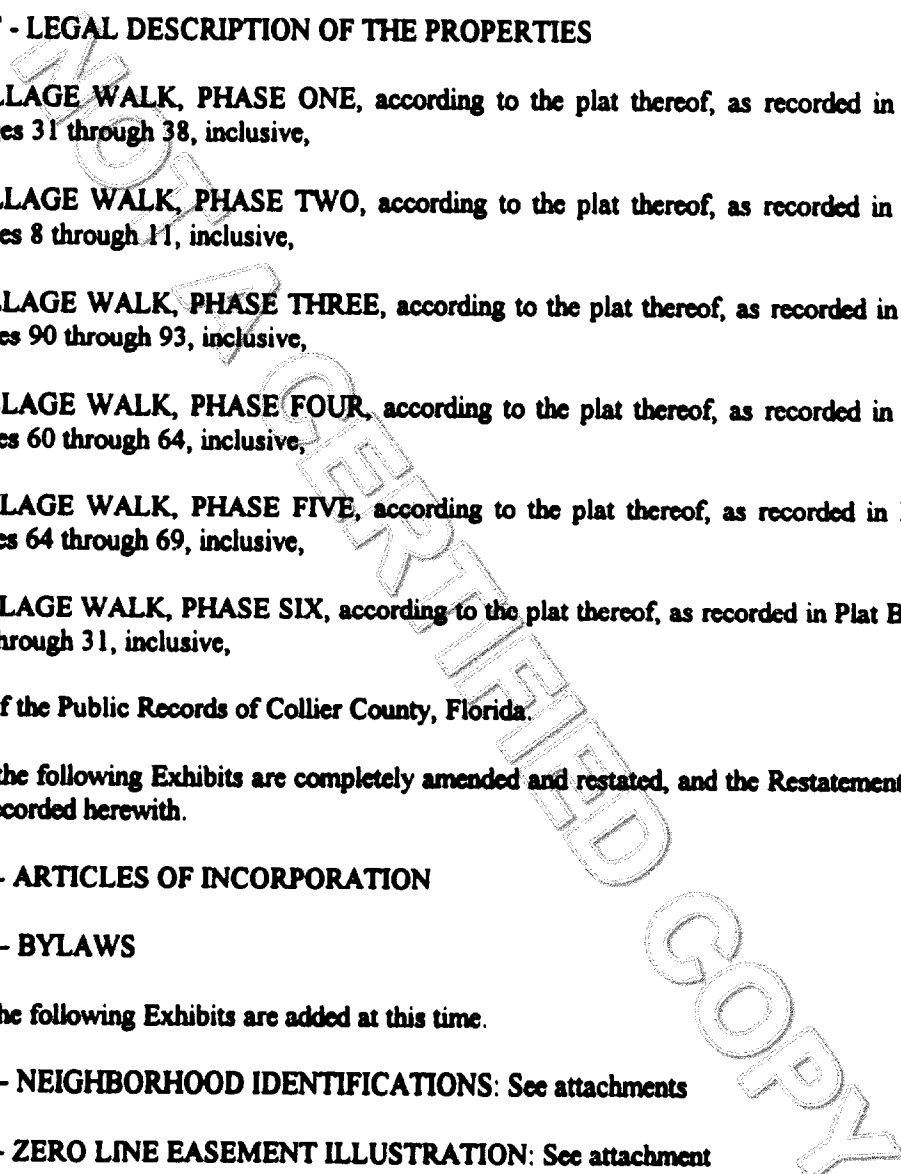
Exhibit "C" - BYLAWS

In addition, the following Exhibits are added at this time.

Exhibit "D" - NEIGHBORHOOD IDENTIFICATIONS: See attachments

Exhibit "E" - ZERO LINE EASEMENT ILLUSTRATION: See attachment

DECLARATION OF COVENANTS AND RESTRICTIONS



State of Florida



Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on April 15, 2002, for VILLAGE WALK HOMEOWNERS ASSOCIATION OF NAPLES, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N94000004147.

OR: 3037 PG: 3022

NOTIFIED
CERTIFIED

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Seventeenth day of April, 2002



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE ARTICLES OF INCORPORATION
FOR PRESENT TEXT SEE EXISTING ARTICLES OF INCORPORATION.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2002 APR 15 AM 11:02

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
VILLAGE WALK HOMEOWNERS ASSOCIATION OF NAPLES, INC.

Pursuant to Section 617.1007, Florida Statutes, these Articles of Incorporation of Village Walk Homeowners Association of Naples, Inc., a Florida corporation not for profit, which was originally incorporated under the same name on August 23, 1994, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Section 617.1002, Florida Statutes, and there is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments, adopted pursuant to Section 617.1002, Florida Statutes, and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation of Village Walk Homeowners Association of Naples, Inc., shall henceforth be as follows.

OR: 3037 PG: 3023

ARTICLE I

NAME. The name of the corporation is Village Walk Homeowners Association of Naples, Inc., sometimes hereinafter referred to as the "Association".

ARTICLE II

PRINCIPAL OFFICE. The principal office of the corporation shall be 3200 Village Walk Circle, Suite 100 Naples, FL 34109.

ARTICLE III

PURPOSE AND POWERS. This Association will not permit pecuniary gain or profit, nor distribution of its income to its members, officers or Directors. It is a nonprofit corporation formed for the purpose of establishing a corporate residential community homeowner's association which, subject to a Declaration of Covenants and Restrictions for Village Walk, originally recorded in the Public Records of Collier County, Florida, at O.R. Book 2037 at Page 1675 *et seq.*, has the powers described herein. The Association shall have all of the common law and statutory powers of a Florida corporation not for profit consistent with these Articles, the Bylaws of the corporation, and with said Declaration of Covenants and Restrictions for Village Walk and shall have all of the powers and authority reasonably necessary or appropriate to the operation and regulation of a residential community, subject to said recorded Declaration, as it may from time to time be amended, including but not limited to the power:

(A) to fix, levy, collect and enforce payment by any lawful means all fines, charges, Assessments, or liens pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all license fees, taxes or governmental charges levied or imposed against the Properties or the corporation;

ARTICLES OF INCORPORATION (EXHIBIT "B")

OR: 3026 PG: 0582

(B) to make, amend and enforce reasonable Rules and Regulations governing the use of the Common Areas and the operation of the Association;

(C) to sue and be sued, and to enforce the provisions of the Declaration, these Articles, and the Bylaws of the Association;

(D) to contract for the management and maintenance of the Common Areas and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association; any such contract may not exceed one (1) year, and must provide for termination by either party without cause and without payment of a termination fee on not more than ninety (90) days written notice.

(E) to employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Properties;

(F) to dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication, sale or transfer shall be effective unless the approval of the Voting Member Council shall have been obtained agreeing to such dedication, sale or transfer, as provided in paragraphs 4.7 and 4.8 of the Bylaws;

(G) with the prior approval of the Voting Member Council as provided in paragraphs 4.7 and 4.8 of the Bylaws, to borrow money and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(H) to maintain, repair, replace and provide insurance for the Common Areas; and

(I) subject to the prior approval of the Voting Member Council as provided in paragraph 2.10 of the Declaration, to acquire (by gift, purchase or otherwise) own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the corporation; and

(J) to exercise any and all powers, rights and privileges which a corporation organized under Chapter 617 of the Florida Statutes may now or hereafter have or exercise; subject always to the Declaration as amended from time to time.

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS. Membership and voting rights shall be as set forth in the Bylaws of the Association.

ARTICLES OF INCORPORATION (EXHIBIT "B")

TERM; DISSOLUTION. The term of the Association shall be perpetual. The Association may be dissolved with the consent given in writing and signed by not less than two-thirds (2/3rds) of the Voting Interests. Upon dissolution of the Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization which is devoted to purposes similar to those of this Association.

ARTICLE VI

BYLAWS. The Bylaws of the Association may be altered, amended or rescinded in the manner provided therein.

ARTICLE VII

AMENDMENTS. Amendments to these Articles shall be proposed and adopted in the following manner.

(A) Proposal. Amendments to these Articles may be proposed by a majority of the Board or upon petition of one-fourth (1/4) of the Voting Interests, and thereafter shall be submitted to a vote of the Members not later than the next annual meeting.

(B) Vote Required. Except as otherwise required by Florida law, these Articles of Incorporation may be amended if the proposed amendment is approved by at least a majority of the Voting Interests at any annual or special meeting.

(C) Amendment by Consent of Members. These Articles of Incorporation may also be amended by a majority of the Voting Interests consenting to same in writing without a meeting, provided the notice of any proposed amendment has been given to the Members of the Association and that the notice contains a fair statement of the proposed amendment. The consent of the Members to the amendment shall be evidenced by a writing(s) signed by the required number of Members and deposited with the Secretary of the Association. A certificate executed by the Secretary, acknowledging the receipt of the consent(s) shall be attached to the amendment.

(D) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Collier County, Florida with the same formalities as are required in the Declaration for recording amendments to the Declaration.

ARTICLE VIII

DIRECTORS AND OFFICERS.

(A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

ARTICLES OF INCORPORATION (EXHIBIT "B")

(B) Directors of the Association shall be elected by the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

(C) The business of the Association shall be conducted by the officers designated in 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. The President and Vice-President shall be Members of the Association.

ARTICLE IX

INDEMNIFICATION.

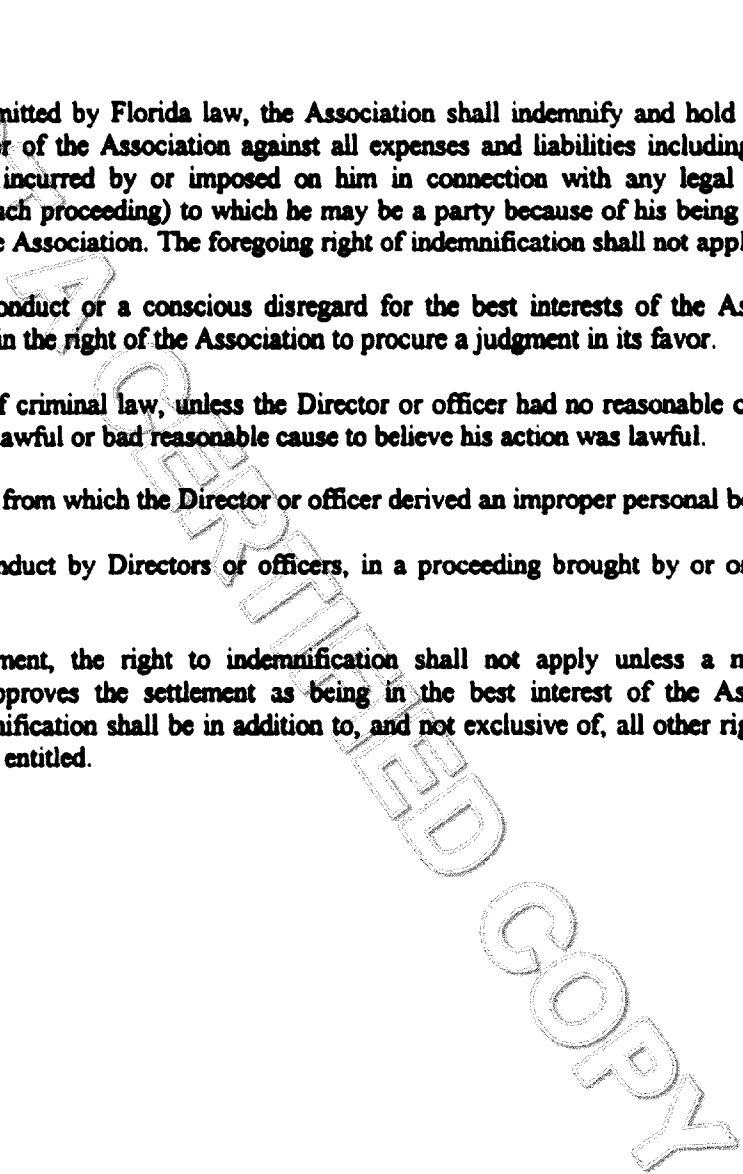
To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities including attorney fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not apply to:

- (A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.
- (B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- (C) A transaction from which the Director or officer derived an improper personal benefit.
- (D) Wrongful conduct by Directors or officers, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, the right to indemnification shall not apply unless a majority of the disinterested Directors approves the settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to, and not exclusive of, all other rights to which a Director or officer may be entitled.

ARTICLES OF INCORPORATION (EXHIBIT "B")

OR: 3037 PG: 3026



CERTIFICATE

The undersigned, being the duly elected and acting President of Village Walk Homeowners Association of Naples, Inc., hereby certifies that the foregoing were approved by a vote of a majority of the Voting Members present at a meeting of the Voting Members on February 5, 2002, and by a majority of the Directors present at a meeting of the Directors on January 10, 2002, and by the consent of fifty-one percent (51%) of all Unit Owners at a meeting of the members held on March 20, 2002, after due notice, in accordance with the requirements of the Articles of Incorporation for their amendment, and that said vote was sufficient for their amendment. The foregoing both amend and restate the Articles of Incorporation in their entirety. The number of votes cast was sufficient for their amendment.

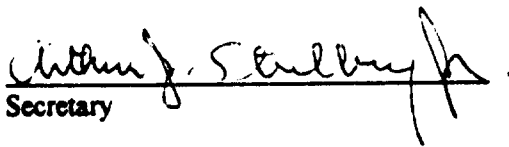
Executed this 9th day of APRIL, 2002.

**VILLAGE WALK HOMEOWNERS
ASSOCIATION OF NAPLES, INC.**



Paul Feuer, President
3953 Isla Ciudad Court
Naples, FL 34109

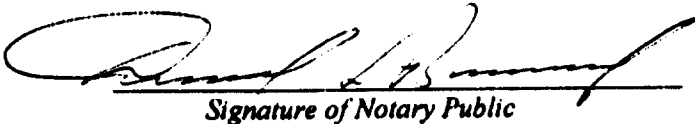
Attest:


Secretary

(SEAL)

**STATE OF FLORIDA
COUNTY OF COLLIER**

Subscribed to before me this 9th day of APRIL, 2002 by Paul Feuer, President of Village Walk Homeowners Association of Naples, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or did produce _____ as identification.


Signature of Notary Public

**ARTICLES OF INCORPORATION
PAGE 5**

EXHIBIT "B"

OR: 3037 PG: 3027

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE BYLAWS
FOR PRESENT TEXT SEE EXISTING BYLAWS.

AMENDED AND RESTATED
BYLAWS
OF
VILLAGE WALK HOMEOWNERS ASSOCIATION OF NAPLES, INC.

1. **GENERAL.** These are the Amended and Restated Bylaws of Village Walk Homeowners Association of Naples, Inc., hereinafter the "Association", a corporation not for profit organized under the laws of Florida as a community association for the purpose of operating a residential community. All prior Bylaws are hereby revoked and superseded in their entirety.

1.1. **Principal Office.** The principal office of the Association shall be at such location within Collier County, Florida as may be determined from time to time by the Board of Directors.

1.2. **Seal.** The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

1.3. **Definitions.** The definitions set forth in Section 1 of the Amended and Restated Declaration of Covenants and Restrictions for Village Walk, to which these Bylaws are attached as Exhibit "C", shall apply to terms used in these Bylaws, unless the context clearly requires another meaning.

2. **MEMBERS.**

2.1. **Qualifications.** The Members of the Association shall be the record Owners of legal title to the attached and detached eight hundred fifty (850) Residential Units within Village Walk. If a Residential Unit is subject to an agreement for deed, the buyer shall be deemed the Owner of the Residential Unit for purposes of determining voting and use rights. Membership shall become effective upon the recording in the public records of a deed or other instrument evidencing legal title to the Residential Unit in the Member.

2.2. **Association Member Voting Interests.** The Members of the Association are entitled to one (1) vote for each Residential Unit owned by them. The total number of Voting Interests of the Association is eight hundred fifty (850), which represents the total number of Residential Units in Village Walk. The vote of a Residential Unit is not divisible. The right to vote may be denied because of delinquent Assessments. If a Residential Unit is owned by one (1) natural person, the Owner's right to vote shall be established by the record title to the Residential Unit. If a Residential Unit is owned jointly by two (2) or more natural persons, that Unit's vote may be cast by any one (1) of the record Owners. If two (2) or more Owners of a Residential Unit do not agree among themselves how their one (1) vote shall be cast, that vote shall not be counted for any purpose. If the Owner of a Residential Unit is other than a natural person(s), the vote of that Residential Unit shall be cast by the Unit's Primary Occupant.

2.3. **Approval or Disapproval of Matters.** Whenever the decision or approval of a Residential Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be

BYLAWS (EXHIBIT "C")

expressed by any person authorized to cast the vote of the Unit in 2.2 above, unless the joinder of all record Owners is specifically required.

2.4. Change of Membership. A change of membership in the Association shall be established by the new Member's membership becoming effective as provided in 2.1 above. At that time the membership of the prior Owner shall be terminated automatically.

2.5. Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS; VOTING.

3.1. Annual Meeting. There shall be an annual meeting of the Members in each fiscal year. The annual meeting shall be held in Collier County, Florida, each year in the first fiscal quarter at a date, time and place designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the Members.

3.2. Special Members' Meetings. Special Members' meetings must be held whenever called by the President or by a majority of the Board of Directors, and must also be held whenever called by Members representing at least ten percent (10%) of the Voting Interests. The business at any special meeting shall be limited to the items specified in the notice of meeting.

3.3. Notice of Meetings; Waiver of Notice. Notice of all Members' meetings must state the time, date, and place of the meeting. Notice of special meetings must include a description of the purpose or purposes for which the meeting is called. The notice must be mailed to each Member at his address as it appears on the books of the Association, or may be furnished by personal delivery. The Members are responsible for providing the Association with any change of their address. The notice must be mailed or delivered at least fourteen (14) days prior to the date of the meeting. If ownership of a Residential Unit is transferred after notice has been mailed, no separate notice to the new Owner is required. Attendance at any meeting by a Member constitutes waiver of notice by that Member unless the Member objects to the lack of notice at the beginning of the meeting. A Member may also waive notice of any meeting at any time, by written waiver.

3.4. Quorum. A quorum at a Members' meeting, shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least thirty percent (30%) of the votes of the entire membership.

3.5. Vote Required. The acts approved by a majority of the votes cast by Members at a meeting at which a quorum has been attained shall be binding upon all Residential Unit Owners for all purposes, except where a different vote requirement is imposed by law or by any provision of the Governing Documents.

3.6. Proxy Voting. Members may cast their votes at a meeting in person or by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the Unit, specify the

BYLAWS (EXHIBIT "C")

date, time and place of the meeting for which it is given and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. No proxy shall be valid if it names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy. Holders of proxies need not be Members.

3.7. Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a later time by vote of the majority of the Voting Interests present, regardless of whether a quorum has been attained. When a meeting is so adjourned it shall not be necessary to give further notice of the time and place of its continuance if such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled, may instead be conducted when the meeting is reconvened, but only if a quorum is then present.

3.8. Order of Business. The order of business at Members' meetings shall be substantially as follows.

- (A) Call of the roll or determination of quorum
- (B) Reading or disposal of minutes of last Members' meeting
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Election of Directors (annual meeting only)
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

3.9. Minutes. Minutes of all meetings of the Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives at all reasonable times. Minutes of a meeting must be reduced to written form within a reasonable time after the meeting.

3.10. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the law, with the Declaration, or with the Articles and Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

4. NEIGHBORHOOD VOTING MEMBERS; VOTING MEMBER COUNCIL.

4.1. Election of Neighborhood Voting Members and Alternates. Owners of Residential Units in each Neighborhood shall annually elect and designate a Neighborhood Voting Member and one or more alternate Neighborhood Voting Members. The Neighborhood Voting Member shall serve on the Voting Member Council to vote on behalf of the Neighborhood Owners on the matters before the Council. The Neighborhood Voting Member and alternate(s) shall be an Owner or spouse of an Owner of a Residential

BYLAWS (EXHIBIT "C")

Unit within the Neighborhood. A member of the Board of Directors may not concurrently serve as a Neighborhood Voting Member. Any Owner of a Residential Unit in the Neighborhood may submit a nomination for election or declare himself or herself a candidate. The candidate for each position (Neighborhood Voting Member and alternate) who receives the greatest number of votes shall be elected to serve a term of one year, ending April 1st of the year following election or until his or her successor is elected. The Neighborhood Voting Member (or the alternate) shall be responsible to call, and chair, meetings of the Neighborhood Owners.

4.2. Neighborhood Voting Interests. At all meetings of the Voting Member Council, the Neighborhood Voting Member is entitled to one (1) vote for each Residential Unit located within the Neighborhood. The Neighborhood Voting Member shall vote in block all the Residential Units he or she represents, either for or against the matter at issue.

4.3. Meetings of Neighborhood Owners. The presence, in person or by proxy, of Neighborhood Owners representing at least thirty percent (30%) of the total number of Residential Units within the Neighborhood shall constitute a quorum at any Neighborhood meeting. Matters for consideration by the Neighborhood Owners shall be decided by a majority of Neighborhood Owners present and voting, in person or by proxy, at a duly called meeting.

4.4. Removal of the Neighborhood Voting Member. Any Neighborhood Voting Member may be removed, with or without cause, upon the written petition of Owners of a majority of the total number of Residential Units within the Neighborhood or by vote of the Neighborhood Owners at a meeting called by at least ten percent (10%) of the total number of Residential Units within the Neighborhood. In case of removal, the alternate Neighborhood Voting Member shall be the Neighborhood Voting Member for the remainder of the term.

4.5. Register of Neighborhood Voting Members. Upon election of the Neighborhood Voting Member and alternate(s), their names shall be filed with the Secretary of the Association. The Secretary shall maintain the official register of all Neighborhood Voting Members and alternates which register shall be part of the Association's official records and available for inspection to all Members of the Association.

4.6. Voting Member Council. The Voting Member Council shall be comprised of eighteen (18) members, each representing a Neighborhood. The Neighborhood Voting Member (or alternate) shall serve as a member, and shall attend all meetings of the Voting Member Council to vote on behalf of the Neighborhood Owners he or she represents. If a Voting Member Council seat representing a Neighborhood becomes vacant for any reason between yearly terms, and there is no alternate Neighborhood Voting Member to serve, then and in that event, the Board of Directors shall call a meeting of the Neighborhood Owners of the un-represented Neighborhood to elect a successor and alternate to fill the vacated seat for the remainder of the term.

4.7. Matters for Vote by Neighborhood Voting Members. The Board of Directors shall submit the following matters to the Neighborhood Voting Members for their vote at a duly called meeting of the Voting Member Council:

(A) Any special Assessment which is neither a Special Assessment against an individual Member nor is a Special Assessment for the repair, replacement or reconstruction of common area improvements.

BYLAWS (EXHIBIT "C")

(B) The borrowing by the Association of more than ten thousand dollars (\$10,000), other than for maintenance, repair or restoration of Common Areas or for emergency purposes caused by catastrophic occurrences such as a tidal wave, fire, hurricane, tornado, war, civil unrest, act of terrorism, or other similar event.

(C) Approve or disapprove the sale, mortgage or public dedication of Common Areas in accordance with the provisions of Section 2.10 of the Declaration of Covenants and Restrictions for Village Walk.

(D) Any annual budget approved by the Board of Directors, or any amendment to same, where the amount of increase over the preceding year annual budget exceeds fifteen percent (15%).

In the event the Voting Member Council fails to approve the matter submitted by the Board of Directors, such Board action shall not be effective or taken.

4.8. Meetings of the Voting Member Council.

(A) Upon written notification by the Board of Directors that a vote of the Neighborhood Voting Members as to any of the matters described in 4.7 above is required, the Voting Member Council shall call a meeting of the Neighborhood Voting Members at which meeting a vote shall be taken. Neighborhood Voting Members may not vote by proxy but only in person or by the alternate Neighborhood Voting Member. Whenever approval of the Neighborhood Voting Members is required of any matter, approval of the Neighborhood Voting Members representing a majority of the Voting Interests of the Association is required.

(B) At all other meetings of the Voting Member Council, other than a meeting described in (A) above, a quorum shall be attained by the presence, either in person or by proxy, of Neighborhood Voting Members entitled to cast at least thirty percent (30%) of the votes of the entire membership. Neighborhood Voting Members may cast their votes at such meeting in person or by proxy.

5. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles and Bylaws, shall be exercised by the Board, subject to approval or consent of the Unit Owners or the Neighborhood Voting Members only when such is specifically required.

5.1. Number and Terms of Service. The number of Directors which shall constitute the whole Board of Directors shall be nine (9). All Directors shall be elected for two (2) year staggered terms. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled as provided in Section 5.5 below. Directors shall be elected by the Members as described in Section 5.3 below, or in the case of a vacancy, as provided in Section 5.4 below.

5.2. Qualifications. Each Director must be a Residential Unit Owner or Primary Occupant or the spouse of a Residential Unit Owner or Primary Occupant.

5.3. Nominations and Elections. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting of the Members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of

BYLAWS (EXHIBIT "C")

Directors, and two (2) or more Members of the Association. The Board of Directors shall attempt to appoint the Nominating Committee at least one hundred eighty (180) days prior to the annual meeting of the Members, to serve until the close of such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Election to the Board of Directors shall be by a secret written ballot. The persons receiving the largest number of votes shall be elected, except that a run-off shall be held to break a tie vote. Cumulative voting is not permitted.

5.4. Resignation: Vacancies on the Board. Any Director may resign at any time by giving written notice to the Association, and unless otherwise specified therein, the resignation shall become effective upon receipt. If the office of any Director becomes vacant for any reason, other than removal, a successor shall be elected at a Special Meeting of the Board of Directors of the Association. The successor so elected shall fill the remaining un-expired term of the Director being replaced. If for any reason there shall arise circumstances in which no Directors are serving and the entire Board is vacant, the Members shall elect successors at a special meeting.

5.5. Removal of Directors. Any Director may be removed, with or without cause, by a majority vote of the Voting Interests either by a written petition or at any meeting called for that purpose. If a special meeting is called by ten percent (10%) of the Voting Interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given. If removal is effected by petition, the vacancy or vacancies shall be filled as provided in Section 5.4 above. If removal is effected at a meeting, any vacancies created thereby shall be filled by the Members at the same meeting. Any Director who is removed from office is not eligible to stand again for election to the Board until the next annual election, and must turn over to the Association within seventy-two (72) hours any and all records and other property of the corporation in his possession. If a Director who is removed does not relinquish his office or turn over records as required, the circuit court in the county where the Association has its principal office may summarily order the Director to relinquish his office and turn over corporate records upon application of any Member. In any such action, the Association shall be entitled to recover its attorney fees and costs.

5.6. Organizational Meeting. The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors at such place and time as may be fixed and announced by the Directors at the annual meeting at which they were elected.

5.7. Other Meetings. Meetings of the Board may be held at such time and place in Collier County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegram at least forty-eight (48) hours before the meeting.

5.8. Notice to Owners. Meetings of the Board of Directors shall be open to Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege, and notices of all Board meetings, together with an agenda, shall be posted conspicuously on the Properties at least forty-eight (48) hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting where Assessments are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of the Assessments.

BYLAWS (EXHIBIT "C")

5.9. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.

5.10. Quorum of Directors. A quorum at a Board meeting shall be attained by the presence in person of a majority of all Directors. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting.

5.11. Vote Required. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum has been attained shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Governing Documents or by applicable statutes. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest, and the vote by each Director present on each matter voted upon shall be recorded in the minutes of each meeting. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election or removal of officers.

5.12. Adjourned Meetings. The majority of those present at any meeting of the Board of Directors, regardless of whether a quorum has been attained, may adjourn the meeting to be reconvened at a specified later time. When the meeting is reconvened, provided a quorum is present, any business that might have been transacted at the meeting originally called may be transacted.

5.13. The Presiding Officer. The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those present.

5.14. Directors' Fees and Reimbursement of Expenses. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers shall be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

5.15. Committees. The Board of Directors may appoint from time to time such standing or temporary committees, including a search committee, as the Board may deem necessary and convenient for the efficient and effective operation of Village Walk. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. Only committees assigned with the power to make final decisions requiring the expenditure of Association funds or committees vested with the power to approve or disapprove architectural decisions with respect to a specific Lot owned by a Member shall hold meetings that are open to Members and the committee shall give notice and hold its meetings with the same formalities as are required for Board meetings. Committees vested with the power to approve or disapprove architectural decisions with respect to a specified Lot owned by a Member or portion of the Common Areas may not vote by proxy or secret ballot.

5.16. Emergency Powers. In the event of any "emergency" as defined in Paragraph 5.16(G) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes (1997), as amended from time to time.

BYLAWS (EXHIBIT "C")

(A) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

(E) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) These emergency Bylaws supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) An "emergency" exists for purposes of this section during the time a quorum of the Board cannot readily be assembled because of the occurrence or imminent occurrence of a catastrophic event such as a hurricane, earthquake, act of war, civil unrest or terrorism, or other similar event. An "emergency" also exists during the period of time that civil authorities have declared that a state of emergency exists in, or have ordered the evacuation of the area in which Village Walk is located, or have declared that area a "disaster area". A determination by any two (2) Directors, or by the President that an emergency exists shall have a presumptive validity.

6. OFFICERS.

6.1. Officers and Elections. The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person except the President may hold two (2) or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one (1) Vice-President.

6.2. President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the Members and Directors, shall be *ex-officio* a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages, deeds and leases and other contracts and documents requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

BYLAWS (EXHIBIT "C")

6.3. Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

6.4. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the governing documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

6.5. Treasurer. The Treasurer shall have the custody of Association funds and securities and the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as are selected by the Board of Directors. He shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an account of all transactions and of the financial condition of the Association. The Treasurer is responsible for the preparation of an annual budget of estimated revenues and expenses to be presented to the Board of Directors for approval. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

6.6. Compensation of Officers. No compensation shall be paid to any officer for services as an officer of the Association. This provision does not preclude the Board of Directors from employing officers as employees of the Association.

7. **FISCAL MATTERS.** The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions.

7.1. Depository. The Association shall maintain its funds in such federally insured accounts at such financial institutions doing business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of moneys from such accounts shall be only by such persons as are authorized by the Board. 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.

7.2. 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 Residential Unit. Such account shall designate the name and mailing address of each Residential Unit, the amount and due date of each Assessment or charge against the Residential Unit, the amounts paid, date of payment and the balance due.

7.3. 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 not less than sixty (60) days before the start of the 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

BYLAWS (EXHIBIT "C")

Member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and revenue and expenses classifications segregated for both operations and reserves. 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. In the event that the budget adopted by the Board exceeds 115 percent of the current year's budget, such budget shall be subject to the approval by the Voting Members as provided in Paragraph 4.7 (D) of the Bylaws. In the event the budget proposed by the Board is disapproved by the Voting Members as provided in Paragraph 4.7 (D) of these Bylaws or the Board fails for any reason to determine the budget for any fiscal year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding fiscal year shall continue for the current fiscal year.

7.4. Reserves. The Board may establish in the budget one (1) or more restricted reserve accounts for capital expenditures and deferred maintenance. Contingency reserves for unanticipated operating expenses shall be included, if at all, in the operating portion of the budget; these funds may be spent for any purpose approved by the Board. The purpose of reserves is to provide financial stability and to avoid the need for Special Assessments. The amounts proposed to be so reserved shall be shown in the annual budget.

7.5. Assessments: Installments. Regular annual Assessments based on the adopted budget shall be paid in quarterly installments in advance, due on the first day of January, April, July, and October of each year. Written notice of each quarterly installment shall be sent to the Owners of each Lot at least fifteen (15) days prior to the due dates, but failure to send (or receive) such notice shall not excuse the obligation to pay. If an annual budget for a new fiscal year has not been adopted, or if notice of any increase has not been made at the time the payment for that year is due, it shall be presumed that the amount of such installment is the same as the last prior yearly payment, and shall be continued at such rate until a budget is adopted and new yearly installments are calculated at which time an appropriate adjustment shall be added to or subtracted from each Residential Unit's next due yearly installment.

7.6. Neighborhood Assessments. In addition to annual Assessments, Neighborhood Assessments may be levied by the Board of Directors for expenses benefiting only Residential Units within a particular Neighborhood. A Neighborhood Assessment shall be levied equally on all Residential Units within the Neighborhood.

7.7. Special Assessments. Special Assessments may be levied by the Board of Directors as provided herein. Except as provided otherwise in this Paragraph 7.7, a Special Assessment shall be payable in such manner and at such times as determined by the Board of Directors, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board of Directors so determines.

There shall be two (2) types of Special Assessment: (1) Common Area Special Assessment; (2) Member Special Assessment:

(1) A Common Area Special Assessment may be levied to obtain all sums necessary to repair, replace, construct or reconstruct any buildings or improvements located in the Common Areas. In the event of a casualty loss to buildings or improvements located in the Common Areas, any difference between the amount of insurance proceeds received by the Association with respect to the repair or reconstruction and the actual cost of the repair or reconstruction shall be the subject of a Special Assessment levied against all Unit Owners to obtain the funds necessary to pay for

BYLAWS (EXHIBIT "C")

such repair or reconstruction within ninety (90) days from the date such damage was incurred unless otherwise determined by the Board of Directors.

(2) A Member Special Assessment may be levied against any Member to reimburse the Association for costs, including reasonable attorney fees and court costs, if applicable, incurred in bringing the Member and the Member's Unit into compliance with the Governing Documents, which Member Special Assessment may be levied upon the affirmative vote of the Board of Directors after thirty (30) days' written notice to the Member and an opportunity for a hearing before the Board of Directors.

A Special Assessment which is neither a Special Assessment against an individual Member nor a Special Assessment which is for the repair, replacement or reconstruction of common area improvements, shall be subject to the approval of the Voting Member Council as provided in Paragraph 4.7 of these Bylaws.

7.8. Fidelity Bonds. The President, Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be required by the Board of Directors. The premiums on such bonds shall be paid by the Association.

7.9. Financial Reports. Not later than sixty (60) days after the close of each fiscal year, the Board shall prepare and distribute to the Owner of each Residential Unit a financial report showing in reasonable detail the financial statements prescribed in conformity with generally accepted accounting principles or a cash basis financial report of actual receipts and expenditures showing the amount of receipts and expenditures by classification and the beginning and ending cash balances of the Association.

7.10. 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 Board of Directors, shall be made by a certified public accountant, and a copy of the audit report shall be available to all Owners.

7.11. Application of Payments and Co-Mingling of Funds. All moneys collected by the Association may be co-mingled in a single fund or divided into two (2) or more funds, as determined by the Board of Directors. All payments on account by a Residential Unit Owner shall be applied as to interest, delinquencies, costs and attorney fees, fines, other charges, and regular or Special Assessments, in such manner and amounts as the Board may determine.

7.12. Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year.

8. **RULES AND REGULATIONS; USE RESTRICTIONS.** The Board of Directors may, from time to time, adopt and amend administrative Rules and Regulations governing the operation of the Association and the use, maintenance, management and control of the Common Areas and the Units as provided in the Declaration. Copies of such Rules and Regulations shall be furnished to each Residential Unit Owner upon request.

9. **COMPLIANCE AND DEFAULT; REMEDIES.** In addition to the remedies provided in of the Declaration, the following provisions shall apply.

BYLAWS (EXHIBIT "C")

9.1. Fines, Suspensions. The Board of Directors may levy fines and/or suspensions against Members, or Members' tenants or Guests or both who fail to comply with requirements of Chapters 617 and 720, Florida Statutes, the provisions of the Governing Documents, including the Rules and Regulations, or who condone such non-compliance by their family members, Guests or lessees. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amount allowed by law. Fines or liens may be enforceable as liens against the Unit of the defaulting Member to be enforced by foreclosure at the election of the Board. Suspensions of the use of Common Areas and facilities and voting rights may be imposed for a reasonable period of time to deter future violations. The procedure for imposing fines and/or suspensions shall be as follows.

(A) Notice. The party against whom the fine and/or suspension is sought to be levied or imposed shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:

- (1) a statement of the date, time and place of the hearing;
- (2) a specific designation of the provisions of Chapters 617 and 720, Florida Statutes, the Governing Documents or the rules which are alleged to have been violated;
- (3) a short and plain statement of the specific facts giving rise to the alleged violation(s); and
- (4) the possible amounts of any proposed fine and/or possible use rights of Common Areas or facilities to be suspended.

(B) Hearing. At the hearing the party against whom the fine and/or suspension may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) Residential Unit Owners appointed by the Board, none of whom may then be serving as Directors or officers or who are employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee, by majority vote, does not agree with the proposed fine and/or suspension, it may not be levied or imposed. If the committee agrees with the proposed fine and/or suspensions, the Board of Directors shall levy same.

9.2. Correction of Health and Safety Hazards. Any violations of the Association rules which create conditions which are deemed by the Board of Directors to be a hazard to the public health or safety may be dealt with immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Residential Unit Owner.

10. AMENDMENT OF BYLAWS. Amendments to these Bylaws shall be proposed and adopted by vote of the membership at a meeting or by the separate consent of the membership in the following manner.

10.1. Proposal for Vote. Amendments to these Bylaws may be proposed by a majority of the Board, or by written petition to the Board signed by at least one-fourth (1/4th) of the Voting Interests.

10.2. Procedure for Vote. Upon any amendment or amendments to these Bylaws being properly proposed, the proposed amendment or amendments shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can still be given.

BYLAWS (EXHIBIT "C")

10.3. Vote Required. Except as otherwise provided by law, these Bylaws may be amended if the proposed amendment is approved by at least a majority of the Voting Interests at any annual or special meeting, provided that notice of any proposed amendment has been given in accordance with law.

10.4. Amendment by Consent of Members. These Bylaws may also be amended by a majority of the Voting Interests consenting to same in writing without a meeting, provided the notice of any proposed amendment has been given to the Members of the Association and that the notice contains a fair statement of the proposed amendment. The consent of the Members to the amendment shall be evidenced by a writing(s) signed by the required number of Members and deposited with the Secretary of the Association. A certificate executed by the Secretary, acknowledging the receipt of the consent(s) shall be attached to the amendment.

10.5. Recording; Effective Date. A copy of each amendment shall be attached to a certificate reciting that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida. The certificate must identify the location in the Public Records where the Declaration of Covenants and Restrictions is recorded.

11. MISCELLANEOUS.

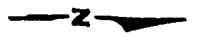
11.1. Gender; Number. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

11.2. Severability. If any portion of these Bylaws is void or becomes unenforceable, the remaining provisions shall remain in full force and effect.

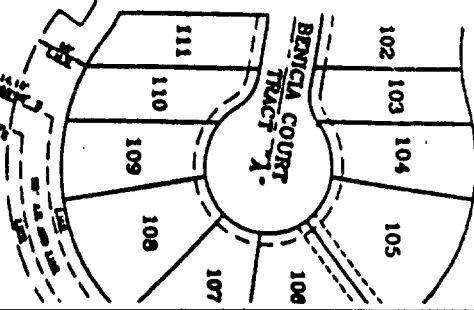
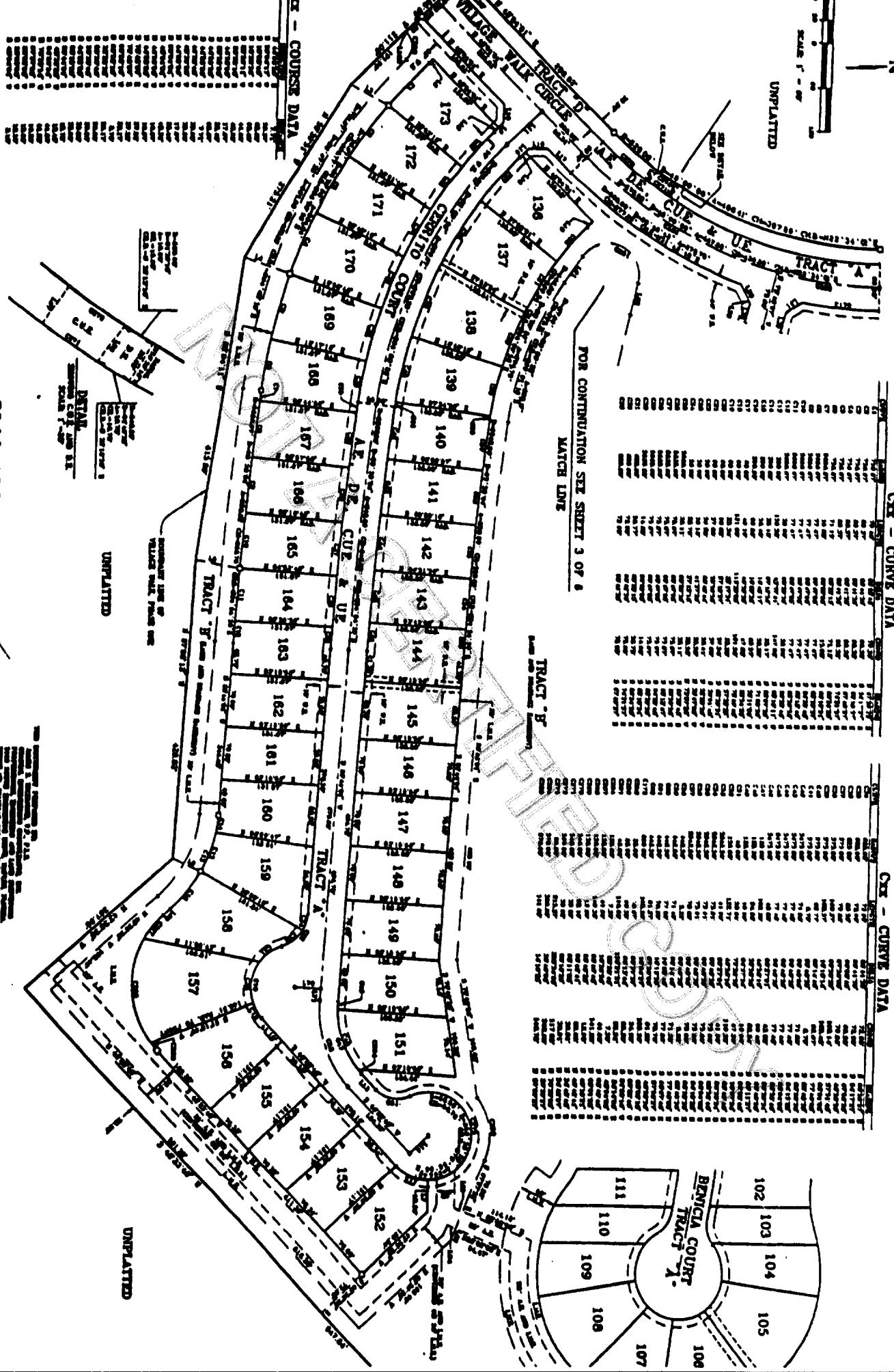
11.3. Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Covenants and Restrictions, or the Association's Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.

BYLAWS (EXHIBIT "C")

VILLAGE WALK, PHASE ONE
 A SUBDIVISION Lying IN SECTION 6, TOWNSHIP 49 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA



SCALE 1" = 60'
 UNPLATTED



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FOR CONTINUATION SEE SHEET 3 OF 6
 MATCH LINE

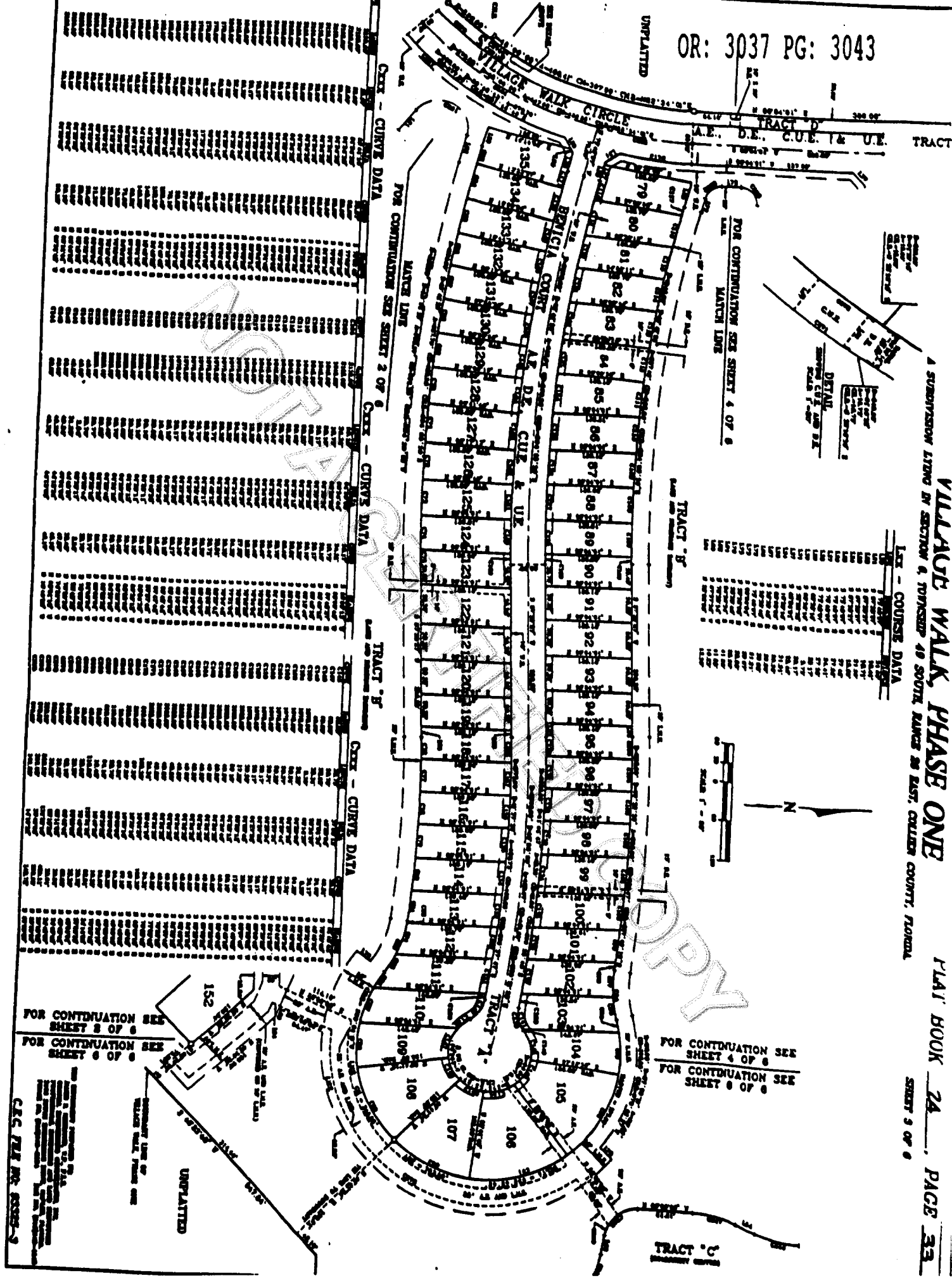
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VILLAGE WALK, PHASE ONE
A SUBDIVISION LIVING IN SECTION 4, TOWNSHIP 49 SOUTH RANGE 28 EAST, COLLIER COUNTY, FLORIDA



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CHECK - CURVE DATA FOR CONTINUATION SEE SHEET 2 OF 6

CHECK - CURVE DATA

TRACT "B"

CHECK - CURVE DATA

FOR CONTINUATION SEE SHEET 8 OF 6
FOR CONTINUATION SEE SHEET 6 OF 6

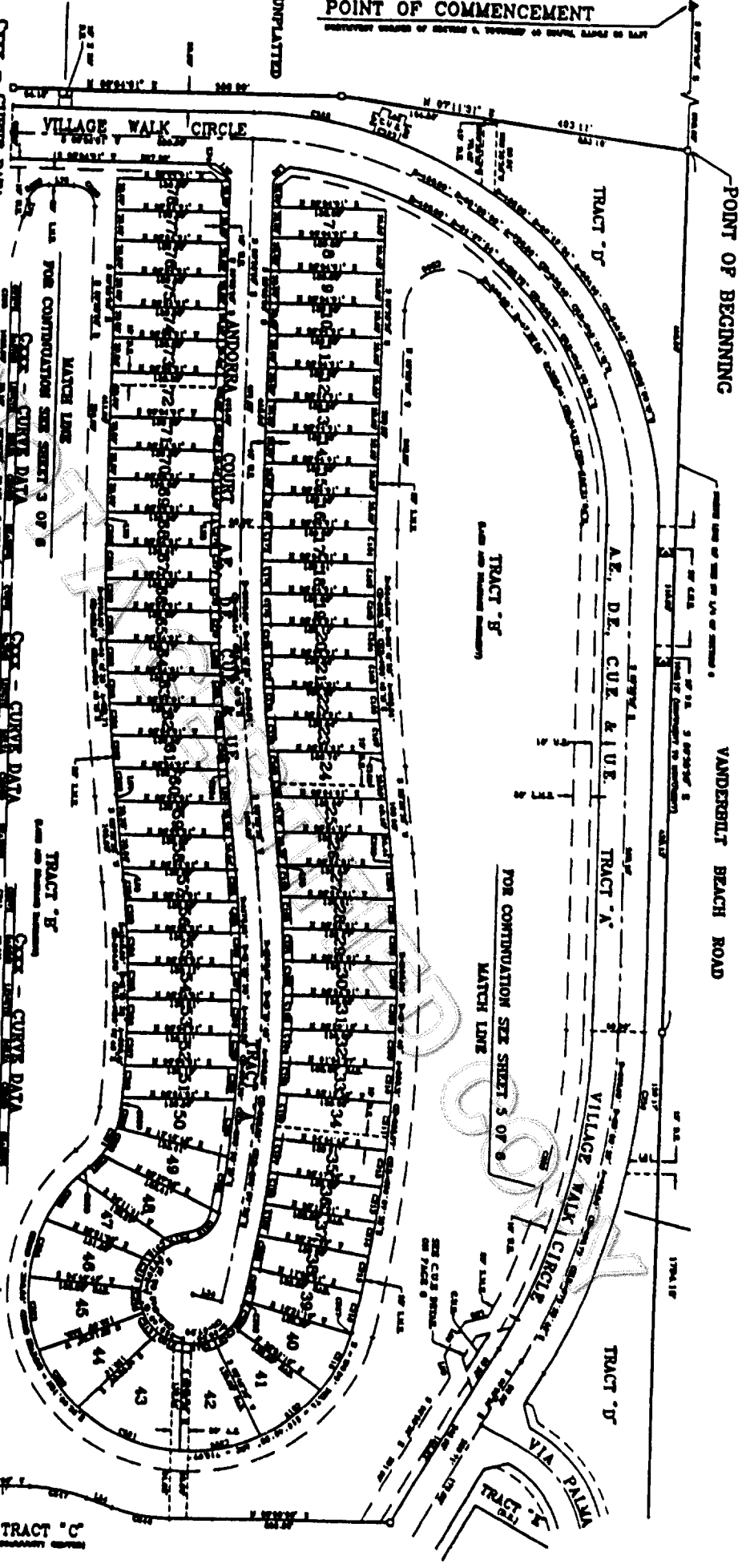
FOR CONTINUATION SEE SHEET 4 OF 6
FOR CONTINUATION SEE SHEET 6 OF 6

C.C. FILE NO. 88282-3

UNPLATTED

TRACT "C"

VILLAGE WALK, PHASE ONE
 A SUBDIVISION Lying IN SECTION 6, TOWNSHIP 48 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA



Check - CURVE DATA

STATION	CHORD BEARING	CHORD DIST.	TANGENT DIST.	ARC DIST.	ANGLE
1+00	N 00° 00' 00" E	100.00	100.00	100.00	90° 00' 00"
1+10	N 00° 00' 00" E	110.00	110.00	110.00	90° 00' 00"
1+20	N 00° 00' 00" E	120.00	120.00	120.00	90° 00' 00"
1+30	N 00° 00' 00" E	130.00	130.00	130.00	90° 00' 00"
1+40	N 00° 00' 00" E	140.00	140.00	140.00	90° 00' 00"
1+50	N 00° 00' 00" E	150.00	150.00	150.00	90° 00' 00"
1+60	N 00° 00' 00" E	160.00	160.00	160.00	90° 00' 00"
1+70	N 00° 00' 00" E	170.00	170.00	170.00	90° 00' 00"
1+80	N 00° 00' 00" E	180.00	180.00	180.00	90° 00' 00"
1+90	N 00° 00' 00" E	190.00	190.00	190.00	90° 00' 00"
2+00	N 00° 00' 00" E	200.00	200.00	200.00	90° 00' 00"
2+10	N 00° 00' 00" E	210.00	210.00	210.00	90° 00' 00"
2+20	N 00° 00' 00" E	220.00	220.00	220.00	90° 00' 00"
2+30	N 00° 00' 00" E	230.00	230.00	230.00	90° 00' 00"
2+40	N 00° 00' 00" E	240.00	240.00	240.00	90° 00' 00"
2+50	N 00° 00' 00" E	250.00	250.00	250.00	90° 00' 00"
2+60	N 00° 00' 00" E	260.00	260.00	260.00	90° 00' 00"
2+70	N 00° 00' 00" E	270.00	270.00	270.00	90° 00' 00"
2+80	N 00° 00' 00" E	280.00	280.00	280.00	90° 00' 00"
2+90	N 00° 00' 00" E	290.00	290.00	290.00	90° 00' 00"
3+00	N 00° 00' 00" E	300.00	300.00	300.00	90° 00' 00"
3+10	N 00° 00' 00" E	310.00	310.00	310.00	90° 00' 00"
3+20	N 00° 00' 00" E	320.00	320.00	320.00	90° 00' 00"
3+30	N 00° 00' 00" E	330.00	330.00	330.00	90° 00' 00"
3+40	N 00° 00' 00" E	340.00	340.00	340.00	90° 00' 00"
3+50	N 00° 00' 00" E	350.00	350.00	350.00	90° 00' 00"
3+60	N 00° 00' 00" E	360.00	360.00	360.00	90° 00' 00"
3+70	N 00° 00' 00" E	370.00	370.00	370.00	90° 00' 00"
3+80	N 00° 00' 00" E	380.00	380.00	380.00	90° 00' 00"
3+90	N 00° 00' 00" E	390.00	390.00	390.00	90° 00' 00"
4+00	N 00° 00' 00" E	400.00	400.00	400.00	90° 00' 00"
4+10	N 00° 00' 00" E	410.00	410.00	410.00	90° 00' 00"
4+20	N 00° 00' 00" E	420.00	420.00	420.00	90° 00' 00"
4+30	N 00° 00' 00" E	430.00	430.00	430.00	90° 00' 00"
4+40	N 00° 00' 00" E	440.00	440.00	440.00	90° 00' 00"
4+50	N 00° 00' 00" E	450.00	450.00	450.00	90° 00' 00"
4+60	N 00° 00' 00" E	460.00	460.00	460.00	90° 00' 00"
4+70	N 00° 00' 00" E	470.00	470.00	470.00	90° 00' 00"
4+80	N 00° 00' 00" E	480.00	480.00	480.00	90° 00' 00"
4+90	N 00° 00' 00" E	490.00	490.00	490.00	90° 00' 00"
5+00	N 00° 00' 00" E	500.00	500.00	500.00	90° 00' 00"
5+10	N 00° 00' 00" E	510.00	510.00	510.00	90° 00' 00"
5+20	N 00° 00' 00" E	520.00	520.00	520.00	90° 00' 00"
5+30	N 00° 00' 00" E	530.00	530.00	530.00	90° 00' 00"
5+40	N 00° 00' 00" E	540.00	540.00	540.00	90° 00' 00"
5+50	N 00° 00' 00" E	550.00	550.00	550.00	90° 00' 00"
5+60	N 00° 00' 00" E	560.00	560.00	560.00	90° 00' 00"
5+70	N 00° 00' 00" E	570.00	570.00	570.00	90° 00' 00"
5+80	N 00° 00' 00" E	580.00	580.00	580.00	90° 00' 00"
5+90	N 00° 00' 00" E	590.00	590.00	590.00	90° 00' 00"
6+00	N 00° 00' 00" E	600.00	600.00	600.00	90° 00' 00"
6+10	N 00° 00' 00" E	610.00	610.00	610.00	90° 00' 00"
6+20	N 00° 00' 00" E	620.00	620.00	620.00	90° 00' 00"
6+30	N 00° 00' 00" E	630.00	630.00	630.00	90° 00' 00"
6+40	N 00° 00' 00" E	640.00	640.00	640.00	90° 00' 00"
6+50	N 00° 00' 00" E	650.00	650.00	650.00	90° 00' 00"
6+60	N 00° 00' 00" E	660.00	660.00	660.00	90° 00' 00"
6+70	N 00° 00' 00" E	670.00	670.00	670.00	90° 00' 00"
6+80	N 00° 00' 00" E	680.00	680.00	680.00	90° 00' 00"
6+90	N 00° 00' 00" E	690.00	690.00	690.00	90° 00' 00"
7+00	N 00° 00' 00" E	700.00	700.00	700.00	90° 00' 00"
7+10	N 00° 00' 00" E	710.00	710.00	710.00	90° 00' 00"
7+20	N 00° 00' 00" E	720.00	720.00	720.00	90° 00' 00"
7+30	N 00° 00' 00" E	730.00	730.00	730.00	90° 00' 00"
7+40	N 00° 00' 00" E	740.00	740.00	740.00	90° 00' 00"
7+50	N 00° 00' 00" E	750.00	750.00	750.00	90° 00' 00"
7+60	N 00° 00' 00" E	760.00	760.00	760.00	90° 00' 00"
7+70	N 00° 00' 00" E	770.00	770.00	770.00	90° 00' 00"
7+80	N 00° 00' 00" E	780.00	780.00	780.00	90° 00' 00"
7+90	N 00° 00' 00" E	790.00	790.00	790.00	90° 00' 00"
8+00	N 00° 00' 00" E	800.00	800.00	800.00	90° 00' 00"
8+10	N 00° 00' 00" E	810.00	810.00	810.00	90° 00' 00"
8+20	N 00° 00' 00" E	820.00	820.00	820.00	90° 00' 00"
8+30	N 00° 00' 00" E	830.00	830.00	830.00	90° 00' 00"
8+40	N 00° 00' 00" E	840.00	840.00	840.00	90° 00' 00"
8+50	N 00° 00' 00" E	850.00	850.00	850.00	90° 00' 00"
8+60	N 00° 00' 00" E	860.00	860.00	860.00	90° 00' 00"
8+70	N 00° 00' 00" E	870.00	870.00	870.00	90° 00' 00"
8+80	N 00° 00' 00" E	880.00	880.00	880.00	90° 00' 00"
8+90	N 00° 00' 00" E	890.00	890.00	890.00	90° 00' 00"
9+00	N 00° 00' 00" E	900.00	900.00	900.00	90° 00' 00"
9+10	N 00° 00' 00" E	910.00	910.00	910.00	90° 00' 00"
9+20	N 00° 00' 00" E	920.00	920.00	920.00	90° 00' 00"
9+30	N 00° 00' 00" E	930.00	930.00	930.00	90° 00' 00"
9+40	N 00° 00' 00" E	940.00	940.00	940.00	90° 00' 00"
9+50	N 00° 00' 00" E	950.00	950.00	950.00	90° 00' 00"
9+60	N 00° 00' 00" E	960.00	960.00	960.00	90° 00' 00"
9+70	N 00° 00' 00" E	970.00	970.00	970.00	90° 00' 00"
9+80	N 00° 00' 00" E	980.00	980.00	980.00	90° 00' 00"
9+90	N 00° 00' 00" E	990.00	990.00	990.00	90° 00' 00"
10+00	N 00° 00' 00" E	1000.00	1000.00	1000.00	90° 00' 00"

Check - CURVE DATA

FOR CONTINUATION SEE SHEET 3 OF 6

FOR CONTINUATION SEE SHEET 6 OF 6

TRACT 'C' (PROBABLY CORRECTED)

VILLAGE WALK PHASE TWO

A SUBDIVISION Lying IN SECTION 6, TOWNSHIP 48 NORTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA.

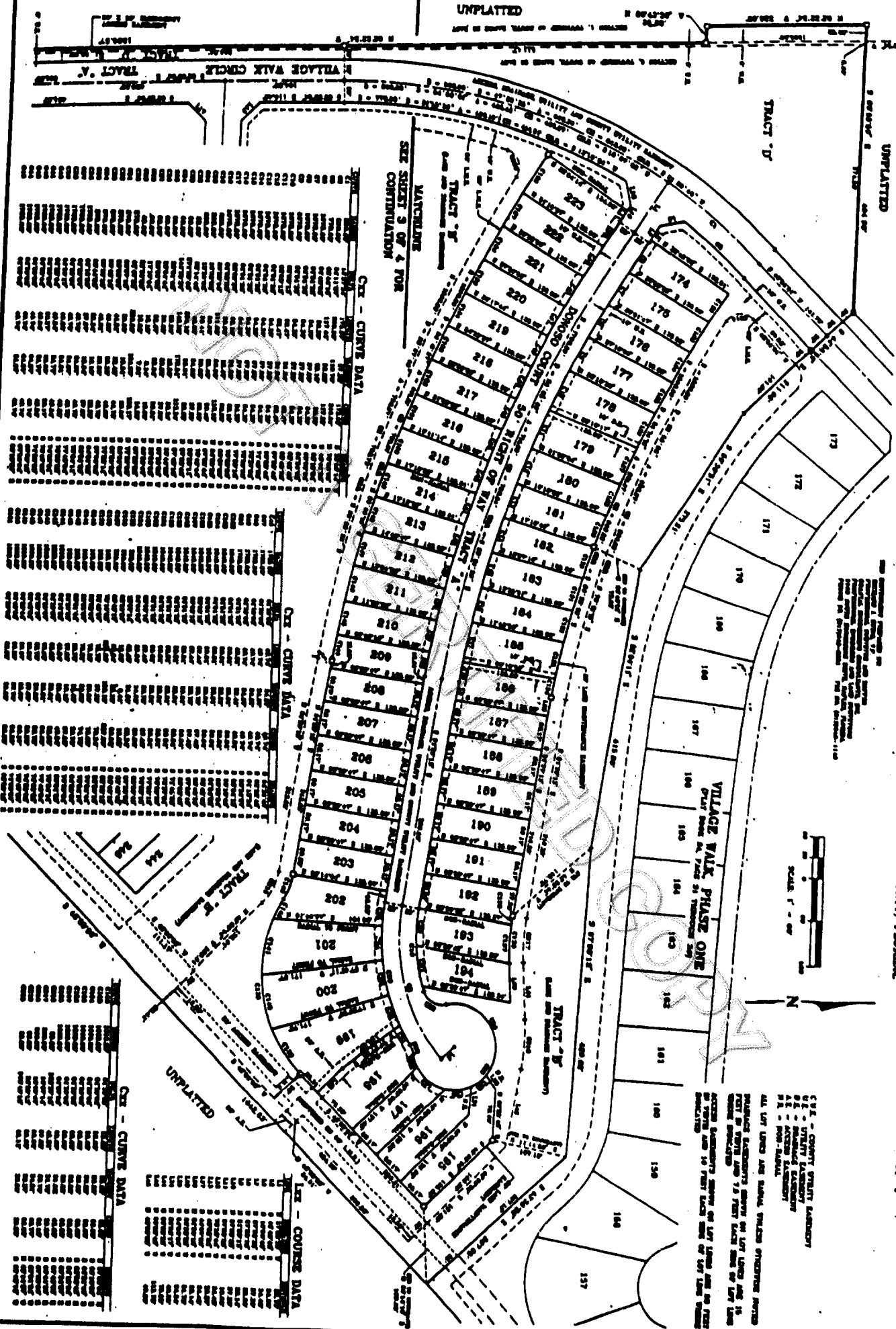
SHEET 2 OF 4

UNPLATTED



N

C.E. - COUNTY UTILITY EASEMENT
 S.E. - STATE EASEMENT
 A.E. - ACCESS EASEMENT
 R.E. - ROW - RIGHT OF WAY
 ALL LOT LINES ARE MEASURED THROUGHOUT THE ENTIRE PLAT BY THE SURVEYOR AND THE SURVEYOR'S OFFICE HAS BEEN ADVISED BY THE COUNTY ENGINEER THAT THE PLAT IS CORRECT AND THAT THE PLAT IS IN ACCORDANCE WITH THE PLAT ACT OF 1928 AND THE PLAT ACT OF 1968.



SIZE SHEET 3 OF 4 FOR MATRONS

C.E. - CURVE DATA

C.E. - CURVE DATA

C.E. - CURVE DATA

C.E. - CURVE DATA

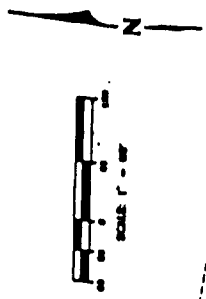
C.E.C. FILE NO. 9189-2

VILLAGE WALK, PHASE TWO

A SUBDIVISION Lying IN SECTION 6, TOWNSHIP 49 SOUTH, RANGE 20 EAST, COLLIER COUNTY, FLORIDA.

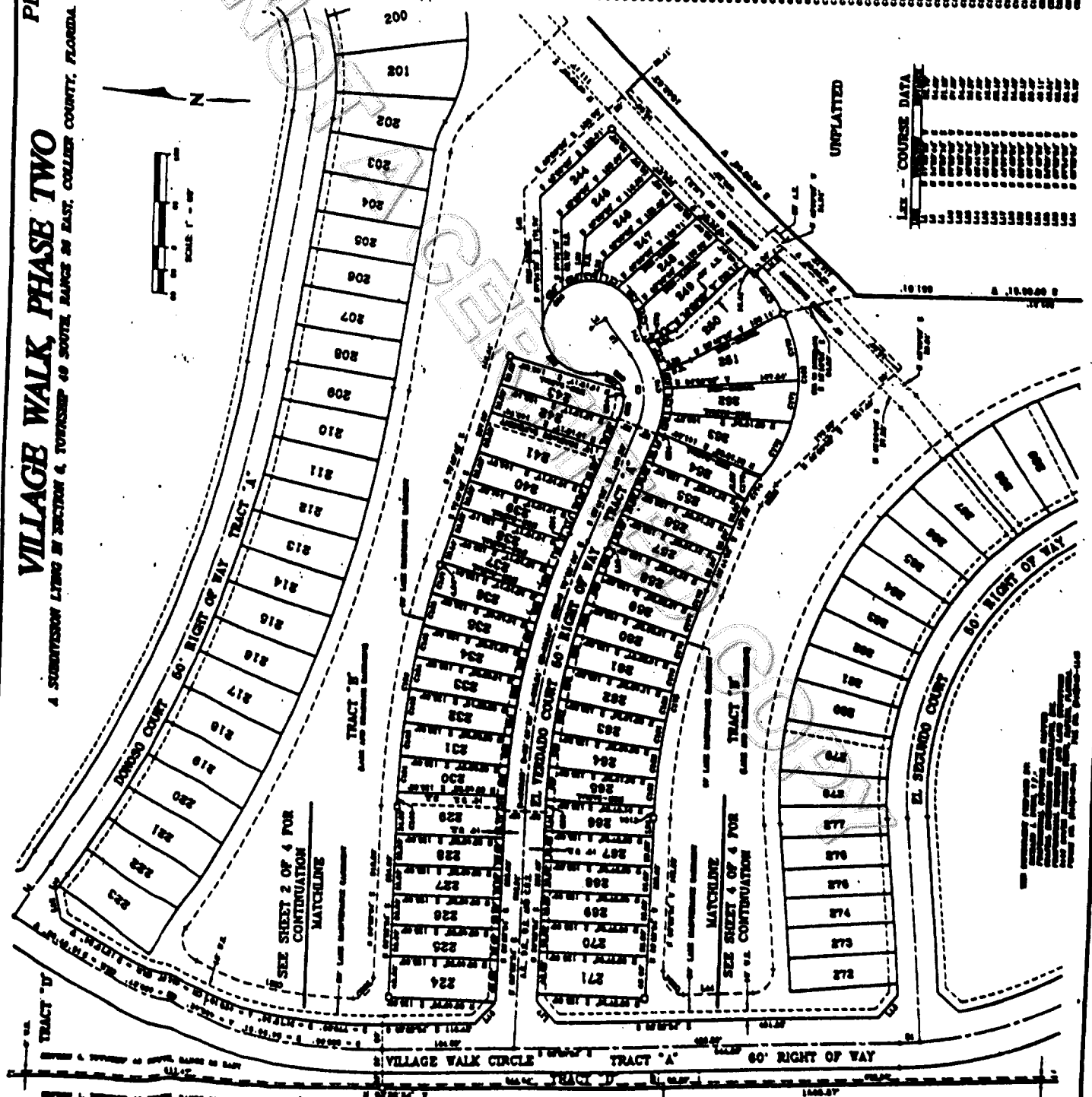
- C.S.E. - COUNTY TRACT EASEMENT
- U.E. - UTILITY EASEMENT
- P.E. - PLANNING EASEMENT
- A.E. - ACCESS EASEMENT
- E.E. - EASEMENT

ALL LOT LINES ARE PARALLEL UNLESS OTHERWISE NOTED
 ACCESS EASEMENTS SHOWN ON LOT LINES ARE IN FEET
 IN PARENTS AND TO FEET BACK SIDE OF LOT LINE THERE
 INDICATED



SEE SHEET 2 OF 4 FOR CONTINUATION

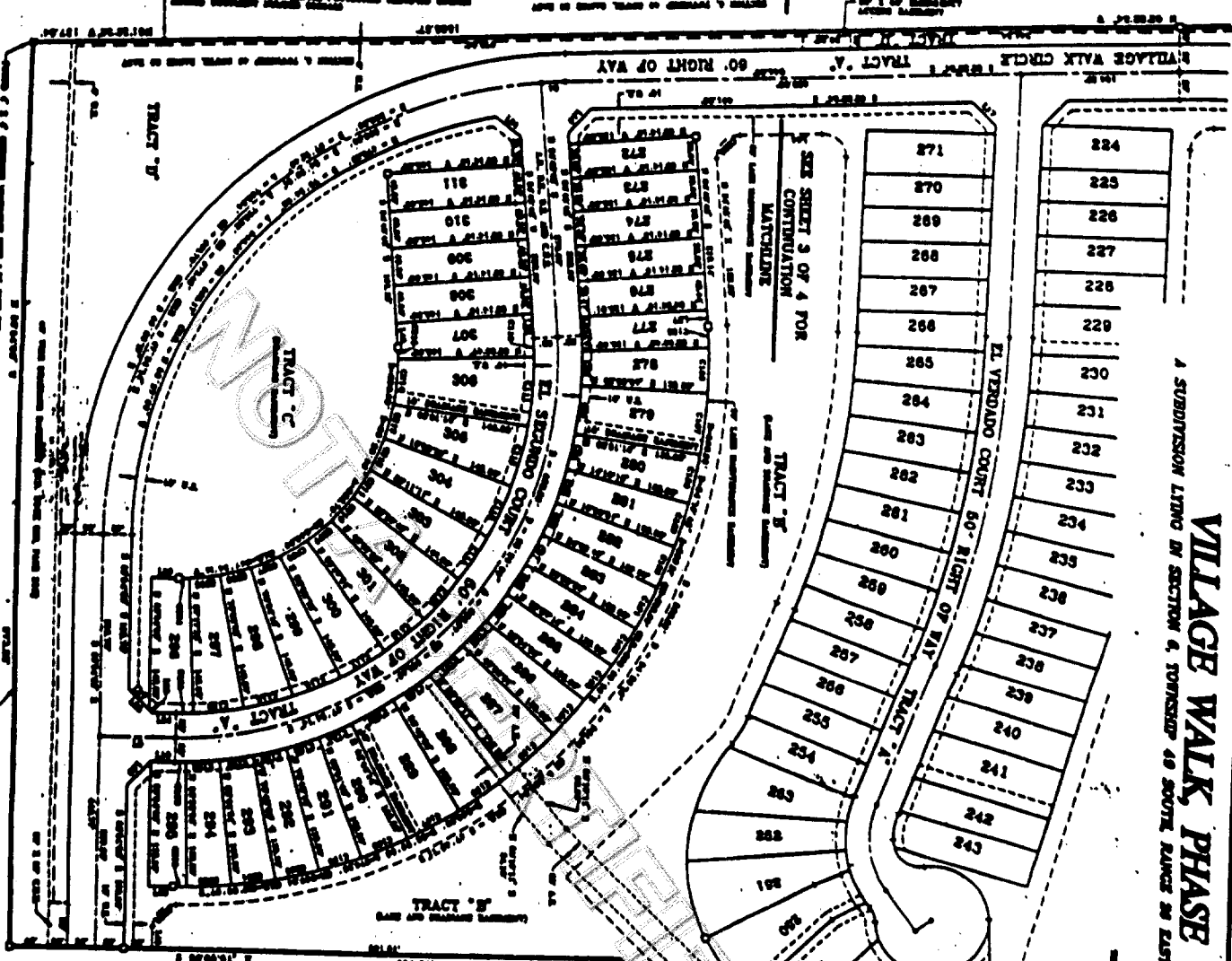
STATION	CHORD	CHORD BEARING	CHORD DISTANCE	CHORD CURVE DATA
1+00.00	100.00	S 00° 00' 00" W	100.00	100.00
1+01.00	100.00	S 00° 00' 00" W	100.00	100.00
1+02.00	100.00	S 00° 00' 00" W	100.00	100.00
1+03.00	100.00	S 00° 00' 00" W	100.00	100.00
1+04.00	100.00	S 00° 00' 00" W	100.00	100.00
1+05.00	100.00	S 00° 00' 00" W	100.00	100.00
1+06.00	100.00	S 00° 00' 00" W	100.00	100.00
1+07.00	100.00	S 00° 00' 00" W	100.00	100.00
1+08.00	100.00	S 00° 00' 00" W	100.00	100.00
1+09.00	100.00	S 00° 00' 00" W	100.00	100.00
1+10.00	100.00	S 00° 00' 00" W	100.00	100.00
1+11.00	100.00	S 00° 00' 00" W	100.00	100.00
1+12.00	100.00	S 00° 00' 00" W	100.00	100.00
1+13.00	100.00	S 00° 00' 00" W	100.00	100.00
1+14.00	100.00	S 00° 00' 00" W	100.00	100.00
1+15.00	100.00	S 00° 00' 00" W	100.00	100.00
1+16.00	100.00	S 00° 00' 00" W	100.00	100.00
1+17.00	100.00	S 00° 00' 00" W	100.00	100.00
1+18.00	100.00	S 00° 00' 00" W	100.00	100.00
1+19.00	100.00	S 00° 00' 00" W	100.00	100.00
1+20.00	100.00	S 00° 00' 00" W	100.00	100.00
1+21.00	100.00	S 00° 00' 00" W	100.00	100.00
1+22.00	100.00	S 00° 00' 00" W	100.00	100.00
1+23.00	100.00	S 00° 00' 00" W	100.00	100.00
1+24.00	100.00	S 00° 00' 00" W	100.00	100.00
1+25.00	100.00	S 00° 00' 00" W	100.00	100.00
1+26.00	100.00	S 00° 00' 00" W	100.00	100.00
1+27.00	100.00	S 00° 00' 00" W	100.00	100.00
1+28.00	100.00	S 00° 00' 00" W	100.00	100.00
1+29.00	100.00	S 00° 00' 00" W	100.00	100.00
1+30.00	100.00	S 00° 00' 00" W	100.00	100.00
1+31.00	100.00	S 00° 00' 00" W	100.00	100.00
1+32.00	100.00	S 00° 00' 00" W	100.00	100.00
1+33.00	100.00	S 00° 00' 00" W	100.00	100.00
1+34.00	100.00	S 00° 00' 00" W	100.00	100.00
1+35.00	100.00	S 00° 00' 00" W	100.00	100.00
1+36.00	100.00	S 00° 00' 00" W	100.00	100.00
1+37.00	100.00	S 00° 00' 00" W	100.00	100.00
1+38.00	100.00	S 00° 00' 00" W	100.00	100.00
1+39.00	100.00	S 00° 00' 00" W	100.00	100.00
1+40.00	100.00	S 00° 00' 00" W	100.00	100.00
1+41.00	100.00	S 00° 00' 00" W	100.00	100.00
1+42.00	100.00	S 00° 00' 00" W	100.00	100.00
1+43.00	100.00	S 00° 00' 00" W	100.00	100.00
1+44.00	100.00	S 00° 00' 00" W	100.00	100.00
1+45.00	100.00	S 00° 00' 00" W	100.00	100.00
1+46.00	100.00	S 00° 00' 00" W	100.00	100.00
1+47.00	100.00	S 00° 00' 00" W	100.00	100.00
1+48.00	100.00	S 00° 00' 00" W	100.00	100.00
1+49.00	100.00	S 00° 00' 00" W	100.00	100.00
1+50.00	100.00	S 00° 00' 00" W	100.00	100.00
1+51.00	100.00	S 00° 00' 00" W	100.00	100.00
1+52.00	100.00	S 00° 00' 00" W	100.00	100.00
1+53.00	100.00	S 00° 00' 00" W	100.00	100.00
1+54.00	100.00	S 00° 00' 00" W	100.00	100.00
1+55.00	100.00	S 00° 00' 00" W	100.00	100.00
1+56.00	100.00	S 00° 00' 00" W	100.00	100.00
1+57.00	100.00	S 00° 00' 00" W	100.00	100.00
1+58.00	100.00	S 00° 00' 00" W	100.00	100.00
1+59.00	100.00	S 00° 00' 00" W	100.00	100.00
1+60.00	100.00	S 00° 00' 00" W	100.00	100.00
1+61.00	100.00	S 00° 00' 00" W	100.00	100.00
1+62.00	100.00	S 00° 00' 00" W	100.00	100.00
1+63.00	100.00	S 00° 00' 00" W	100.00	100.00
1+64.00	100.00	S 00° 00' 00" W	100.00	100.00
1+65.00	100.00	S 00° 00' 00" W	100.00	100.00
1+66.00	100.00	S 00° 00' 00" W	100.00	100.00
1+67.00	100.00	S 00° 00' 00" W	100.00	100.00
1+68.00	100.00	S 00° 00' 00" W	100.00	100.00
1+69.00	100.00	S 00° 00' 00" W	100.00	100.00
1+70.00	100.00	S 00° 00' 00" W	100.00	100.00
1+71.00	100.00	S 00° 00' 00" W	100.00	100.00
1+72.00	100.00	S 00° 00' 00" W	100.00	100.00
1+73.00	100.00	S 00° 00' 00" W	100.00	100.00
1+74.00	100.00	S 00° 00' 00" W	100.00	100.00
1+75.00	100.00	S 00° 00' 00" W	100.00	100.00
1+76.00	100.00	S 00° 00' 00" W	100.00	100.00
1+77.00	100.00	S 00° 00' 00" W	100.00	100.00
1+78.00	100.00	S 00° 00' 00" W	100.00	100.00
1+79.00	100.00	S 00° 00' 00" W	100.00	100.00
1+80.00	100.00	S 00° 00' 00" W	100.00	100.00
1+81.00	100.00	S 00° 00' 00" W	100.00	100.00
1+82.00	100.00	S 00° 00' 00" W	100.00	100.00
1+83.00	100.00	S 00° 00' 00" W	100.00	100.00
1+84.00	100.00	S 00° 00' 00" W	100.00	100.00
1+85.00	100.00	S 00° 00' 00" W	100.00	100.00
1+86.00	100.00	S 00° 00' 00" W	100.00	100.00
1+87.00	100.00	S 00° 00' 00" W	100.00	100.00
1+88.00	100.00	S 00° 00' 00" W	100.00	100.00
1+89.00	100.00	S 00° 00' 00" W	100.00	100.00
1+90.00	100.00	S 00° 00' 00" W	100.00	100.00
1+91.00	100.00	S 00° 00' 00" W	100.00	100.00
1+92.00	100.00	S 00° 00' 00" W	100.00	100.00
1+93.00	100.00	S 00° 00' 00" W	100.00	100.00
1+94.00	100.00	S 00° 00' 00" W	100.00	100.00
1+95.00	100.00	S 00° 00' 00" W	100.00	100.00
1+96.00	100.00	S 00° 00' 00" W	100.00	100.00
1+97.00	100.00	S 00° 00' 00" W	100.00	100.00
1+98.00	100.00	S 00° 00' 00" W	100.00	100.00
1+99.00	100.00	S 00° 00' 00" W	100.00	100.00
2+00.00	100.00	S 00° 00' 00" W	100.00	100.00



POINT OF BEGINNING

FIRST QUARTER CORNER OF SECTION 8, TOWNSHIP 48 SOUTH, RANGE 30 EAST, COLLIER COUNTY, FLORIDA. FOUND BY THE SURVEYOR TO BE AT THE POINT OF BEGINNING OF THE SECTION 8, TOWNSHIP 48 SOUTH, RANGE 30 EAST, COLLIER COUNTY, FLORIDA.

UNPLATTED



VILLAGE WALK, PHASE TWO
A SUBDIVISION LIVING IN SECTION 8, TOWNSHIP 48 SOUTH, RANGE 30 EAST, COLLIER COUNTY, FLORIDA

LEG - COURSE DATA

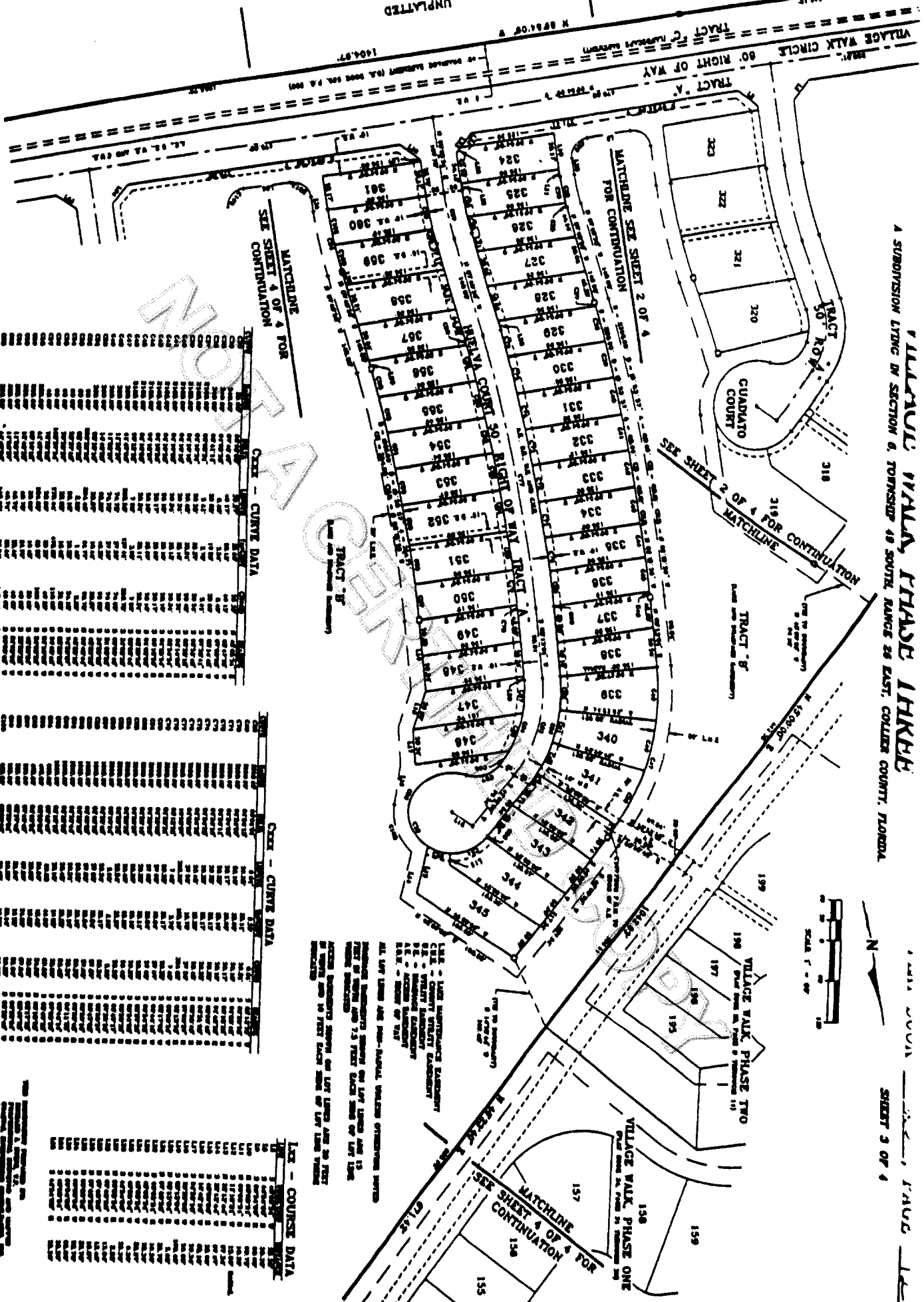
1	118'	N 00° 00' 00" W
2	118'	N 00° 00' 00" W
3	118'	N 00° 00' 00" W
4	118'	N 00° 00' 00" W
5	118'	N 00° 00' 00" W
6	118'	N 00° 00' 00" W
7	118'	N 00° 00' 00" W
8	118'	N 00° 00' 00" W
9	118'	N 00° 00' 00" W
10	118'	N 00° 00' 00" W
11	118'	N 00° 00' 00" W
12	118'	N 00° 00' 00" W
13	118'	N 00° 00' 00" W
14	118'	N 00° 00' 00" W
15	118'	N 00° 00' 00" W
16	118'	N 00° 00' 00" W
17	118'	N 00° 00' 00" W
18	118'	N 00° 00' 00" W
19	118'	N 00° 00' 00" W
20	118'	N 00° 00' 00" W
21	118'	N 00° 00' 00" W
22	118'	N 00° 00' 00" W
23	118'	N 00° 00' 00" W
24	118'	N 00° 00' 00" W
25	118'	N 00° 00' 00" W
26	118'	N 00° 00' 00" W
27	118'	N 00° 00' 00" W
28	118'	N 00° 00' 00" W
29	118'	N 00° 00' 00" W
30	118'	N 00° 00' 00" W
31	118'	N 00° 00' 00" W
32	118'	N 00° 00' 00" W
33	118'	N 00° 00' 00" W
34	118'	N 00° 00' 00" W
35	118'	N 00° 00' 00" W
36	118'	N 00° 00' 00" W
37	118'	N 00° 00' 00" W
38	118'	N 00° 00' 00" W
39	118'	N 00° 00' 00" W
40	118'	N 00° 00' 00" W
41	118'	N 00° 00' 00" W
42	118'	N 00° 00' 00" W
43	118'	N 00° 00' 00" W
44	118'	N 00° 00' 00" W
45	118'	N 00° 00' 00" W
46	118'	N 00° 00' 00" W
47	118'	N 00° 00' 00" W
48	118'	N 00° 00' 00" W
49	118'	N 00° 00' 00" W
50	118'	N 00° 00' 00" W
51	118'	N 00° 00' 00" W
52	118'	N 00° 00' 00" W
53	118'	N 00° 00' 00" W
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55	118'	N 00° 00' 00" W
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57	118'	N 00° 00' 00" W
58	118'	N 00° 00' 00" W
59	118'	N 00° 00' 00" W
60	118'	N 00° 00' 00" W
61	118'	N 00° 00' 00" W
62	118'	N 00° 00' 00" W
63	118'	N 00° 00' 00" W
64	118'	N 00° 00' 00" W
65	118'	N 00° 00' 00" W
66	118'	N 00° 00' 00" W
67	118'	N 00° 00' 00" W
68	118'	N 00° 00' 00" W
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70	118'	N 00° 00' 00" W
71	118'	N 00° 00' 00" W
72	118'	N 00° 00' 00" W
73	118'	N 00° 00' 00" W
74	118'	N 00° 00' 00" W
75	118'	N 00° 00' 00" W
76	118'	N 00° 00' 00" W
77	118'	N 00° 00' 00" W
78	118'	N 00° 00' 00" W
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80	118'	N 00° 00' 00" W
81	118'	N 00° 00' 00" W
82	118'	N 00° 00' 00" W
83	118'	N 00° 00' 00" W
84	118'	N 00° 00' 00" W
85	118'	N 00° 00' 00" W
86	118'	N 00° 00' 00" W
87	118'	N 00° 00' 00" W
88	118'	N 00° 00' 00" W
89	118'	N 00° 00' 00" W
90	118'	N 00° 00' 00" W
91	118'	N 00° 00' 00" W
92	118'	N 00° 00' 00" W
93	118'	N 00° 00' 00" W
94	118'	N 00° 00' 00" W
95	118'	N 00° 00' 00" W
96	118'	N 00° 00' 00" W
97	118'	N 00° 00' 00" W
98	118'	N 00° 00' 00" W
99	118'	N 00° 00' 00" W
100	118'	N 00° 00' 00" W

LEG - CURVE DATA

1	118'	N 00° 00' 00" W
2	118'	N 00° 00' 00" W
3	118'	N 00° 00' 00" W
4	118'	N 00° 00' 00" W
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25	118'	N 00° 00' 00" W
26	118'	N 00° 00' 00" W
27	118'	N 00° 00' 00" W
28	118'	N 00° 00' 00" W
29	118'	N 00° 00' 00" W
30	118'	N 00° 00' 00" W
31	118'	N 00° 00' 00" W
32	118'	N 00° 00' 00" W
33	118'	N 00° 00' 00" W
34	118'	N 00° 00' 00" W
35	118'	N 00° 00' 00" W
36	118'	N 00° 00' 00" W
37	118'	N 00° 00' 00" W
38	118'	N 00° 00' 00" W
39	118'	N 00° 00' 00" W
40	118'	N 00° 00' 00" W
41	118'	N 00° 00' 00" W
42	118'	N 00° 00' 00" W
43	118'	N 00° 00' 00" W
44	118'	N 00° 00' 00" W
45	118'	N 00° 00' 00" W
46	118'	N 00° 00' 00" W
47	118'	N 00° 00' 00" W
48	118'	N 00° 00' 00" W
49	118'	N 00° 00' 00" W
50	118'	N 00° 00' 00" W
51	118'	N 00° 00' 00" W
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58	118'	N 00° 00' 00" W
59	118'	N 00° 00' 00" W
60	118'	N 00° 00' 00" W
61	118'	N 00° 00' 00" W
62	118'	N 00° 00' 00" W
63	118'	N 00° 00' 00" W
64	118'	N 00° 00' 00" W
65	118'	N 00° 00' 00" W
66	118'	N 00° 00' 00" W
67	118'	N 00° 00' 00" W
68	118'	N 00° 00' 00" W
69	118'	N 00° 00' 00" W
70	118'	N 00° 00' 00" W
71	118'	N 00° 00' 00" W
72	118'	N 00° 00' 00" W
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80	118'	N 00° 00' 00" W
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83	118'	N 00° 00' 00" W
84	118'	N 00° 00' 00" W
85	118'	N 00° 00' 00" W
86	118'	N 00° 00' 00" W
87	118'	N 00° 00' 00" W
88	118'	N 00° 00' 00" W
89	118'	N 00° 00' 00" W
90	118'	N 00° 00' 00" W
91	118'	N 00° 00' 00" W
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93	118'	N 00° 00' 00" W
94	118'	N 00° 00' 00" W
95	118'	N 00° 00' 00" W
96	118'	N 00° 00' 00" W
97	118'	N 00° 00' 00" W
98	118'	N 00° 00' 00" W
99	118'	N 00° 00' 00" W
100	118'	N 00° 00' 00" W

C.E.C. FILE NO. 24189-4

VILLAGE WALK, PHASE THREE
 A SUBDIVISION LYING IN SECTION 6, TOWNSHIP 18 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA



MATCHLINE
 SEE SHEET 4 OF 4 FOR
 CONTINUATION

CHIEF - CURVE DATA

CHIEF - CURVE DATA

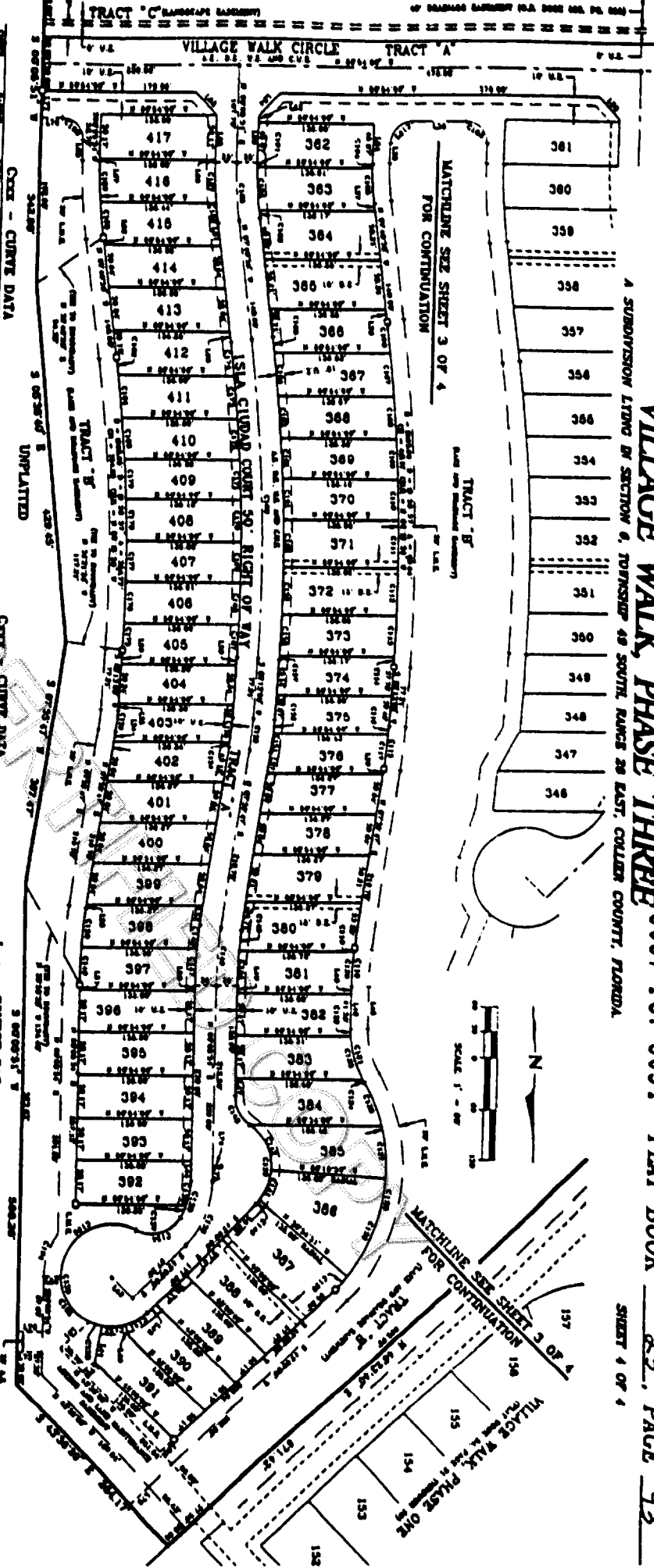
LEE - COURSE DATA

OR: 303 PG: 3053

C.E.C. FILE NO: 85106-3

NOTE - LOTS 318-355 ARE PERMANENTLY RESERVED FOR THE USE OF THE VILLAGE WALK PHASE THREE. THE LOTS ARE TO BE DEVELOPED IN ACCORDANCE WITH THE DEVELOPMENT PLAN AND THE ZONING ORDINANCES OF COLLIER COUNTY, FLORIDA. THE LOTS ARE TO BE DEVELOPED IN ACCORDANCE WITH THE DEVELOPMENT PLAN AND THE ZONING ORDINANCES OF COLLIER COUNTY, FLORIDA. THE LOTS ARE TO BE DEVELOPED IN ACCORDANCE WITH THE DEVELOPMENT PLAN AND THE ZONING ORDINANCES OF COLLIER COUNTY, FLORIDA.

ALL LOTS SHOWN ARE PERMANENTLY RESERVED FOR THE USE OF THE VILLAGE WALK PHASE THREE. THE LOTS ARE TO BE DEVELOPED IN ACCORDANCE WITH THE DEVELOPMENT PLAN AND THE ZONING ORDINANCES OF COLLIER COUNTY, FLORIDA. THE LOTS ARE TO BE DEVELOPED IN ACCORDANCE WITH THE DEVELOPMENT PLAN AND THE ZONING ORDINANCES OF COLLIER COUNTY, FLORIDA. THE LOTS ARE TO BE DEVELOPED IN ACCORDANCE WITH THE DEVELOPMENT PLAN AND THE ZONING ORDINANCES OF COLLIER COUNTY, FLORIDA.



Center - CURVE DATA

STATION	CHORD BEARING	CHORD DIST.	CHORD CURVATURE	CHORD AREA	CHORD PERIMETER	CHORD PERCENTAGE	CHORD PERCENTAGE	CHORD PERCENTAGE
1+00.00	N 00° 00' 00" E	100.00	0.0000	0.0000	100.00	100.00	100.00	100.00
1+05.00	N 00° 00' 00" E	105.00	0.0000	0.0000	105.00	105.00	105.00	105.00
1+10.00	N 00° 00' 00" E	110.00	0.0000	0.0000	110.00	110.00	110.00	110.00
1+15.00	N 00° 00' 00" E	115.00	0.0000	0.0000	115.00	115.00	115.00	115.00
1+20.00	N 00° 00' 00" E	120.00	0.0000	0.0000	120.00	120.00	120.00	120.00
1+25.00	N 00° 00' 00" E	125.00	0.0000	0.0000	125.00	125.00	125.00	125.00
1+30.00	N 00° 00' 00" E	130.00	0.0000	0.0000	130.00	130.00	130.00	130.00
1+35.00	N 00° 00' 00" E	135.00	0.0000	0.0000	135.00	135.00	135.00	135.00
1+40.00	N 00° 00' 00" E	140.00	0.0000	0.0000	140.00	140.00	140.00	140.00
1+45.00	N 00° 00' 00" E	145.00	0.0000	0.0000	145.00	145.00	145.00	145.00
1+50.00	N 00° 00' 00" E	150.00	0.0000	0.0000	150.00	150.00	150.00	150.00
1+55.00	N 00° 00' 00" E	155.00	0.0000	0.0000	155.00	155.00	155.00	155.00
1+60.00	N 00° 00' 00" E	160.00	0.0000	0.0000	160.00	160.00	160.00	160.00
1+65.00	N 00° 00' 00" E	165.00	0.0000	0.0000	165.00	165.00	165.00	165.00
1+70.00	N 00° 00' 00" E	170.00	0.0000	0.0000	170.00	170.00	170.00	170.00
1+75.00	N 00° 00' 00" E	175.00	0.0000	0.0000	175.00	175.00	175.00	175.00
1+80.00	N 00° 00' 00" E	180.00	0.0000	0.0000	180.00	180.00	180.00	180.00
1+85.00	N 00° 00' 00" E	185.00	0.0000	0.0000	185.00	185.00	185.00	185.00
1+90.00	N 00° 00' 00" E	190.00	0.0000	0.0000	190.00	190.00	190.00	190.00
1+95.00	N 00° 00' 00" E	195.00	0.0000	0.0000	195.00	195.00	195.00	195.00
2+00.00	N 00° 00' 00" E	200.00	0.0000	0.0000	200.00	200.00	200.00	200.00
2+05.00	N 00° 00' 00" E	205.00	0.0000	0.0000	205.00	205.00	205.00	205.00
2+10.00	N 00° 00' 00" E	210.00	0.0000	0.0000	210.00	210.00	210.00	210.00
2+15.00	N 00° 00' 00" E	215.00	0.0000	0.0000	215.00	215.00	215.00	215.00
2+20.00	N 00° 00' 00" E	220.00	0.0000	0.0000	220.00	220.00	220.00	220.00
2+25.00	N 00° 00' 00" E	225.00	0.0000	0.0000	225.00	225.00	225.00	225.00
2+30.00	N 00° 00' 00" E	230.00	0.0000	0.0000	230.00	230.00	230.00	230.00
2+35.00	N 00° 00' 00" E	235.00	0.0000	0.0000	235.00	235.00	235.00	235.00
2+40.00	N 00° 00' 00" E	240.00	0.0000	0.0000	240.00	240.00	240.00	240.00
2+45.00	N 00° 00' 00" E	245.00	0.0000	0.0000	245.00	245.00	245.00	245.00
2+50.00	N 00° 00' 00" E	250.00	0.0000	0.0000	250.00	250.00	250.00	250.00
2+55.00	N 00° 00' 00" E	255.00	0.0000	0.0000	255.00	255.00	255.00	255.00
2+60.00	N 00° 00' 00" E	260.00	0.0000	0.0000	260.00	260.00	260.00	260.00
2+65.00	N 00° 00' 00" E	265.00	0.0000	0.0000	265.00	265.00	265.00	265.00
2+70.00	N 00° 00' 00" E	270.00	0.0000	0.0000	270.00	270.00	270.00	270.00
2+75.00	N 00° 00' 00" E	275.00	0.0000	0.0000	275.00	275.00	275.00	275.00
2+80.00	N 00° 00' 00" E	280.00	0.0000	0.0000	280.00	280.00	280.00	280.00
2+85.00	N 00° 00' 00" E	285.00	0.0000	0.0000	285.00	285.00	285.00	285.00
2+90.00	N 00° 00' 00" E	290.00	0.0000	0.0000	290.00	290.00	290.00	290.00
2+95.00	N 00° 00' 00" E	295.00	0.0000	0.0000	295.00	295.00	295.00	295.00
3+00.00	N 00° 00' 00" E	300.00	0.0000	0.0000	300.00	300.00	300.00	300.00
3+05.00	N 00° 00' 00" E	305.00	0.0000	0.0000	305.00	305.00	305.00	305.00
3+10.00	N 00° 00' 00" E	310.00	0.0000	0.0000	310.00	310.00	310.00	310.00
3+15.00	N 00° 00' 00" E	315.00	0.0000	0.0000	315.00	315.00	315.00	315.00
3+20.00	N 00° 00' 00" E	320.00	0.0000	0.0000	320.00	320.00	320.00	320.00
3+25.00	N 00° 00' 00" E	325.00	0.0000	0.0000	325.00	325.00	325.00	325.00
3+30.00	N 00° 00' 00" E	330.00	0.0000	0.0000	330.00	330.00	330.00	330.00
3+35.00	N 00° 00' 00" E	335.00	0.0000	0.0000	335.00	335.00	335.00	335.00
3+40.00	N 00° 00' 00" E	340.00	0.0000	0.0000	340.00	340.00	340.00	340.00
3+45.00	N 00° 00' 00" E	345.00	0.0000	0.0000	345.00	345.00	345.00	345.00
3+50.00	N 00° 00' 00" E	350.00	0.0000	0.0000	350.00	350.00	350.00	350.00
3+55.00	N 00° 00' 00" E	355.00	0.0000	0.0000	355.00	355.00	355.00	355.00
3+60.00	N 00° 00' 00" E	360.00	0.0000	0.0000	360.00	360.00	360.00	360.00
3+65.00	N 00° 00' 00" E	365.00	0.0000	0.0000	365.00	365.00	365.00	365.00
3+70.00	N 00° 00' 00" E	370.00	0.0000	0.0000	370.00	370.00	370.00	370.00
3+75.00	N 00° 00' 00" E	375.00	0.0000	0.0000	375.00	375.00	375.00	375.00
3+80.00	N 00° 00' 00" E	380.00	0.0000	0.0000	380.00	380.00	380.00	380.00
3+85.00	N 00° 00' 00" E	385.00	0.0000	0.0000	385.00	385.00	385.00	385.00
3+90.00	N 00° 00' 00" E	390.00	0.0000	0.0000	390.00	390.00	390.00	390.00
3+95.00	N 00° 00' 00" E	395.00	0.0000	0.0000	395.00	395.00	395.00	395.00
4+00.00	N 00° 00' 00" E	400.00	0.0000	0.0000	400.00	400.00	400.00	400.00
4+05.00	N 00° 00' 00" E	405.00	0.0000	0.0000	405.00	405.00	405.00	405.00
4+10.00	N 00° 00' 00" E	410.00	0.0000	0.0000	410.00	410.00	410.00	410.00
4+15.00	N 00° 00' 00" E	415.00	0.0000	0.0000	415.00	415.00	415.00	415.00
4+20.00	N 00° 00' 00" E	420.00	0.0000	0.0000	420.00	420.00	420.00	420.00
4+25.00	N 00° 00' 00" E	425.00	0.0000	0.0000	425.00	425.00	425.00	425.00
4+30.00	N 00° 00' 00" E	430.00	0.0000	0.0000	430.00	430.00	430.00	430.00
4+35.00	N 00° 00' 00" E	435.00	0.0000	0.0000	435.00	435.00	435.00	435.00
4+40.00	N 00° 00' 00" E	440.00	0.0000	0.0000	440.00	440.00	440.00	440.00
4+45.00	N 00° 00' 00" E	445.00	0.0000	0.0000	445.00	445.00	445.00	445.00
4+50.00	N 00° 00' 00" E	450.00	0.0000	0.0000	450.00	450.00	450.00	450.00
4+55.00	N 00° 00' 00" E	455.00	0.0000	0.0000	455.00	455.00	455.00	455.00
4+60.00	N 00° 00' 00" E	460.00	0.0000	0.0000	460.00	460.00	460.00	460.00
4+65.00	N 00° 00' 00" E	465.00	0.0000	0.0000	465.00	465.00	465.00	465.00
4+70.00	N 00° 00' 00" E	470.00	0.0000	0.0000	470.00	470.00	470.00	470.00
4+75.00	N 00° 00' 00" E	475.00	0.0000	0.0000	475.00	475.00	475.00	475.00
4+80.00	N 00° 00' 00" E	480.00	0.0000	0.0000	480.00	480.00	480.00	480.00
4+85.00	N 00° 00' 00" E	485.00	0.0000	0.0000	485.00	485.00	485.00	485.00
4+90.00	N 00° 00' 00" E	490.00	0.0000	0.0000	490.00	490.00	490.00	490.00
4+95.00	N 00° 00' 00" E	495.00	0.0000	0.0000	495.00	495.00	495.00	495.00
5+00.00	N 00° 00' 00" E	500.00	0.0000	0.0000	500.00	500.00	500.00	500.00
5+05.00	N 00° 00' 00" E	505.00	0.0000	0.0000	505.00	505.00	505.00	505.00
5+10.00	N 00° 00' 00" E	510.00	0.0000	0.0000	510.00	510.00	510.00	510.00
5+15.00	N 00° 00' 00" E	515.00	0.0000	0.0000	515.00	515.00	515.00	515.00
5+20.00	N 00° 00' 00" E	520.00	0.0000	0.0000	520.00	520.00	520.00	520.00
5+25.00	N 00° 00' 00" E	525.00	0.0000	0.0000	525.00	525.00	525.00	525.00
5+30.00	N 00° 00' 00" E	530.00	0.0000	0.0000	530.00	530.00	530.00	530.00
5+35.00	N 00° 00' 00" E	535.00	0.0000	0.0000	535.00	535.00	535.00	535.00
5+40.00	N 00° 00' 00" E	540.00	0.0000	0.0000	540.00	540.00	540.00	540.00
5+45.00	N 00° 00' 00" E	545.00	0.0000	0.0000	545.00	545.00	545.00	545.00
5+50.00	N 00° 00' 00" E	550.00	0.0000	0.0000	550.00	550.00	550.00	550.00
5+55.00	N 00° 00' 00" E	555.00	0.0000	0.0000	555.00	555.00	555.00	555.00
5+60.00	N 00° 00' 00" E	560.00	0.0000	0.0000	560.00	560.00	560.00	560.00
5+65.00	N 00° 00' 00" E	565.00	0.0000	0.0000	565.00	565.00	565.00	565.00
5+70.00	N 00° 00' 00" E	570.00	0.0000	0.0000	570.00	570.00	570.00	570.00
5+75.00	N 00° 00' 00" E	575.00	0.0000	0.0000	575.00	575.00	575.00	575.00
5+80.00	N 00° 00' 00" E	580.00	0.0000	0.0000	580.00	580.00	580.00	580.00
5+85.00	N 00° 00' 00" E	585.00	0.0000	0.0000	585.00	585.00	585.00	585.00
5+90.00	N 00° 00' 00" E	590.00	0.0000	0.0000	590.00	590.00	590.00	590.00
5+95.00	N 00° 00' 00" E	595.00	0.0000	0.0000	595.00	595.00	595.00	595.00
6+00.00	N 00° 00' 00" E	600.00	0.0000	0.0000	600.00	600.00	600.00	600.00
6+05.00	N 00° 00' 00" E	605.00	0.0000	0.0000	605.00	605.00	605.00	605.00
6+10.00	N 00° 00' 00" E	610.00	0.0000	0.0000	610.00	610.00	610.00	610.00
6+15.00	N 00° 00' 00" E	615.00	0.0000	0.0000	615.00	615.00	615.00	615.00
6+20.00	N 00° 00' 00" E	620.00	0.0000	0.0000	620.00	620.00	620.00	620.00
6+25.00	N 00° 00' 00" E	625.00	0.0000	0.0000	625.00	625.00	625.00	625.00
6+30.00	N 00° 00' 00" E	630.00	0.0					

VILLAGE WALK PHASE FIVE
 A SUBDIVISION Lying IN SECTION 6, TOWNSHIP 49 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA

LEG - COURSE DATA LEG - COURSE DATA

LINE NO.	START	END	COURSE	DATA	LINE NO.	START	END	COURSE	DATA
1	1000	1001	N 00° 00' 00" W	100.00	101	1000	1001	N 00° 00' 00" W	100.00
2	1001	1002	E 90° 00' 00" S	100.00	102	1001	1002	E 90° 00' 00" S	100.00
3	1002	1003	S 00° 00' 00" W	100.00	103	1002	1003	S 00° 00' 00" W	100.00
4	1003	1004	N 00° 00' 00" E	100.00	104	1003	1004	N 00° 00' 00" E	100.00
5	1004	1005	E 00° 00' 00" S	100.00	105	1004	1005	E 00° 00' 00" S	100.00
6	1005	1006	S 00° 00' 00" W	100.00	106	1005	1006	S 00° 00' 00" W	100.00
7	1006	1007	N 00° 00' 00" E	100.00	107	1006	1007	N 00° 00' 00" E	100.00
8	1007	1008	E 90° 00' 00" S	100.00	108	1007	1008	E 90° 00' 00" S	100.00
9	1008	1009	S 00° 00' 00" W	100.00	109	1008	1009	S 00° 00' 00" W	100.00
10	1009	1010	N 00° 00' 00" E	100.00	110	1009	1010	N 00° 00' 00" E	100.00
11	1010	1011	E 00° 00' 00" S	100.00	111	1010	1011	E 00° 00' 00" S	100.00
12	1011	1012	S 00° 00' 00" W	100.00	112	1011	1012	S 00° 00' 00" W	100.00
13	1012	1013	N 00° 00' 00" E	100.00	113	1012	1013	N 00° 00' 00" E	100.00
14	1013	1014	E 90° 00' 00" S	100.00	114	1013	1014	E 90° 00' 00" S	100.00
15	1014	1015	S 00° 00' 00" W	100.00	115	1014	1015	S 00° 00' 00" W	100.00
16	1015	1016	N 00° 00' 00" E	100.00	116	1015	1016	N 00° 00' 00" E	100.00
17	1016	1017	E 00° 00' 00" S	100.00	117	1016	1017	E 00° 00' 00" S	100.00
18	1017	1018	S 00° 00' 00" W	100.00	118	1017	1018	S 00° 00' 00" W	100.00
19	1018	1019	N 00° 00' 00" E	100.00	119	1018	1019	N 00° 00' 00" E	100.00
20	1019	1020	E 90° 00' 00" S	100.00	120	1019	1020	E 90° 00' 00" S	100.00
21	1020	1021	S 00° 00' 00" W	100.00	121	1020	1021	S 00° 00' 00" W	100.00
22	1021	1022	N 00° 00' 00" E	100.00	122	1021	1022	N 00° 00' 00" E	100.00
23	1022	1023	E 00° 00' 00" S	100.00	123	1022	1023	E 00° 00' 00" S	100.00
24	1023	1024	S 00° 00' 00" W	100.00	124	1023	1024	S 00° 00' 00" W	100.00
25	1024	1025	N 00° 00' 00" E	100.00	125	1024	1025	N 00° 00' 00" E	100.00
26	1025	1026	E 90° 00' 00" S	100.00	126	1025	1026	E 90° 00' 00" S	100.00
27	1026	1027	S 00° 00' 00" W	100.00	127	1026	1027	S 00° 00' 00" W	100.00
28	1027	1028	N 00° 00' 00" E	100.00	128	1027	1028	N 00° 00' 00" E	100.00
29	1028	1029	E 00° 00' 00" S	100.00	129	1028	1029	E 00° 00' 00" S	100.00
30	1029	1030	S 00° 00' 00" W	100.00	130	1029	1030	S 00° 00' 00" W	100.00
31	1030	1031	N 00° 00' 00" E	100.00	131	1030	1031	N 00° 00' 00" E	100.00
32	1031	1032	E 90° 00' 00" S	100.00	132	1031	1032	E 90° 00' 00" S	100.00
33	1032	1033	S 00° 00' 00" W	100.00	133	1032	1033	S 00° 00' 00" W	100.00
34	1033	1034	N 00° 00' 00" E	100.00	134	1033	1034	N 00° 00' 00" E	100.00
35	1034	1035	E 90° 00' 00" S	100.00	135	1034	1035	E 90° 00' 00" S	100.00
36	1035	1036	S 00° 00' 00" W	100.00	136	1035	1036	S 00° 00' 00" W	100.00
37	1036	1037	N 00° 00' 00" E	100.00	137	1036	1037	N 00° 00' 00" E	100.00
38	1037	1038	E 90° 00' 00" S	100.00	138	1037	1038	E 90° 00' 00" S	100.00
39	1038	1039	S 00° 00' 00" W	100.00	139	1038	1039	S 00° 00' 00" W	100.00
40	1039	1040	N 00° 00' 00" E	100.00	140	1039	1040	N 00° 00' 00" E	100.00
41	1040	1041	E 90° 00' 00" S	100.00	141	1040	1041	E 90° 00' 00" S	100.00
42	1041	1042	S 00° 00' 00" W	100.00	142	1041	1042	S 00° 00' 00" W	100.00
43	1042	1043	N 00° 00' 00" E	100.00	143	1042	1043	N 00° 00' 00" E	100.00
44	1043	1044	E 90° 00' 00" S	100.00	144	1043	1044	E 90° 00' 00" S	100.00
45	1044	1045	S 00° 00' 00" W	100.00	145	1044	1045	S 00° 00' 00" W	100.00
46	1045	1046	N 00° 00' 00" E	100.00	146	1045	1046	N 00° 00' 00" E	100.00
47	1046	1047	E 90° 00' 00" S	100.00	147	1046	1047	E 90° 00' 00" S	100.00
48	1047	1048	S 00° 00' 00" W	100.00	148	1047	1048	S 00° 00' 00" W	100.00
49	1048	1049	N 00° 00' 00" E	100.00	149	1048	1049	N 00° 00' 00" E	100.00
50	1049	1050	E 90° 00' 00" S	100.00	150	1049	1050	E 90° 00' 00" S	100.00
51	1050	1051	S 00° 00' 00" W	100.00	151	1050	1051	S 00° 00' 00" W	100.00
52	1051	1052	N 00° 00' 00" E	100.00	152	1051	1052	N 00° 00' 00" E	100.00
53	1052	1053	E 90° 00' 00" S	100.00	153	1052	1053	E 90° 00' 00" S	100.00
54	1053	1054	S 00° 00' 00" W	100.00	154	1053	1054	S 00° 00' 00" W	100.00
55	1054	1055	N 00° 00' 00" E	100.00	155	1054	1055	N 00° 00' 00" E	100.00
56	1055	1056	E 90° 00' 00" S	100.00	156	1055	1056	E 90° 00' 00" S	100.00
57	1056	1057	S 00° 00' 00" W	100.00	157	1056	1057	S 00° 00' 00" W	100.00
58	1057	1058	N 00° 00' 00" E	100.00	158	1057	1058	N 00° 00' 00" E	100.00
59	1058	1059	E 90° 00' 00" S	100.00	159	1058	1059	E 90° 00' 00" S	100.00
60	1059	1060	S 00° 00' 00" W	100.00	160	1059	1060	S 00° 00' 00" W	100.00
61	1060	1061	N 00° 00' 00" E	100.00	161	1060	1061	N 00° 00' 00" E	100.00
62	1061	1062	E 90° 00' 00" S	100.00	162	1061	1062	E 90° 00' 00" S	100.00
63	1062	1063	S 00° 00' 00" W	100.00	163	1062	1063	S 00° 00' 00" W	100.00
64	1063	1064	N 00° 00' 00" E	100.00	164	1063	1064	N 00° 00' 00" E	100.00
65	1064	1065	E 90° 00' 00" S	100.00	165	1064	1065	E 90° 00' 00" S	100.00
66	1065	1066	S 00° 00' 00" W	100.00	166	1065	1066	S 00° 00' 00" W	100.00
67	1066	1067	N 00° 00' 00" E	100.00	167	1066	1067	N 00° 00' 00" E	100.00
68	1067	1068	E 90° 00' 00" S	100.00	168	1067	1068	E 90° 00' 00" S	100.00
69	1068	1069	S 00° 00' 00" W	100.00	169	1068	1069	S 00° 00' 00" W	100.00
70	1069	1070	N 00° 00' 00" E	100.00	170	1069	1070	N 00° 00' 00" E	100.00
71	1070	1071	E 90° 00' 00" S	100.00	171	1070	1071	E 90° 00' 00" S	100.00
72	1071	1072	S 00° 00' 00" W	100.00	172	1071	1072	S 00° 00' 00" W	100.00
73	1072	1073	N 00° 00' 00" E	100.00	173	1072	1073	N 00° 00' 00" E	100.00
74	1073	1074	E 90° 00' 00" S	100.00	174	1073	1074	E 90° 00' 00" S	100.00
75	1074	1075	S 00° 00' 00" W	100.00	175	1074	1075	S 00° 00' 00" W	100.00
76	1075	1076	N 00° 00' 00" E	100.00	176	1075	1076	N 00° 00' 00" E	100.00
77	1076	1077	E 90° 00' 00" S	100.00	177	1076	1077	E 90° 00' 00" S	100.00
78	1077	1078	S 00° 00' 00" W	100.00	178	1077	1078	S 00° 00' 00" W	100.00
79	1078	1079	N 00° 00' 00" E	100.00	179	1078	1079	N 00° 00' 00" E	100.00
80	1079	1080	E 90° 00' 00" S	100.00	180	1079	1080	E 90° 00' 00" S	100.00
81	1080	1081	S 00° 00' 00" W	100.00	181	1080	1081	S 00° 00' 00" W	100.00
82	1081	1082	N 00° 00' 00" E	100.00	182	1081	1082	N 00° 00' 00" E	100.00
83	1082	1083	E 90° 00' 00" S	100.00	183	1082	1083	E 90° 00' 00" S	100.00
84	1083	1084	S 00° 00' 00" W	100.00	184	1083	1084	S 00° 00' 00" W	100.00
85	1084	1085	N 00° 00' 00" E	100.00	185	1084	1085	N 00° 00' 00" E	100.00
86	1085	1086	E 90° 00' 00" S	100.00	186	1085	1086	E 90° 00' 00" S	100.00
87	1086	1087	S 00° 00' 00" W	100.00	187	1086	1087	S 00° 00' 00" W	100.00
88	1087	1088	N 00° 00' 00" E	100.00	188	1087	1088	N 00° 00' 00" E	100.00
89	1088	1089	E 90° 00' 00" S	100.00	189	1088	1089	E 90° 00' 00" S	100.00
90	1089	1090	S 00° 00' 00" W	100.00	190	1089	1090	S 00° 00' 00" W	100.00
91	1090	1091	N 00° 00' 00" E	100.00	191	1090	1091	N 00° 00' 00" E	100.00
92	1091	1092	E 90° 00' 00" S	100.00	192	1091	1092	E 90° 00' 00" S	100.00
93	1092	1093	S 00° 00' 00" W	100.00	193	1092	1093	S 00° 00' 00" W	100.00
94	1093	1094	N 00° 00' 00" E	100.00	194	1093	1094	N 00° 00' 00" E	100.00
95	1094	1095	E 90° 00' 00" S	100.00	195	1094	1095	E 90° 00' 00" S	100.00
96	1095	1096	S 00° 00' 00" W	100.00	196	1095	1096	S 00° 00' 00" W	

VILLAGE WALK, PHASE FIVE

A SUBDIVISION LYING IN SECTION 6, TOWNSHIP 49 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA

UNPLATTED

PLAT BOOK 27, PAGE 66

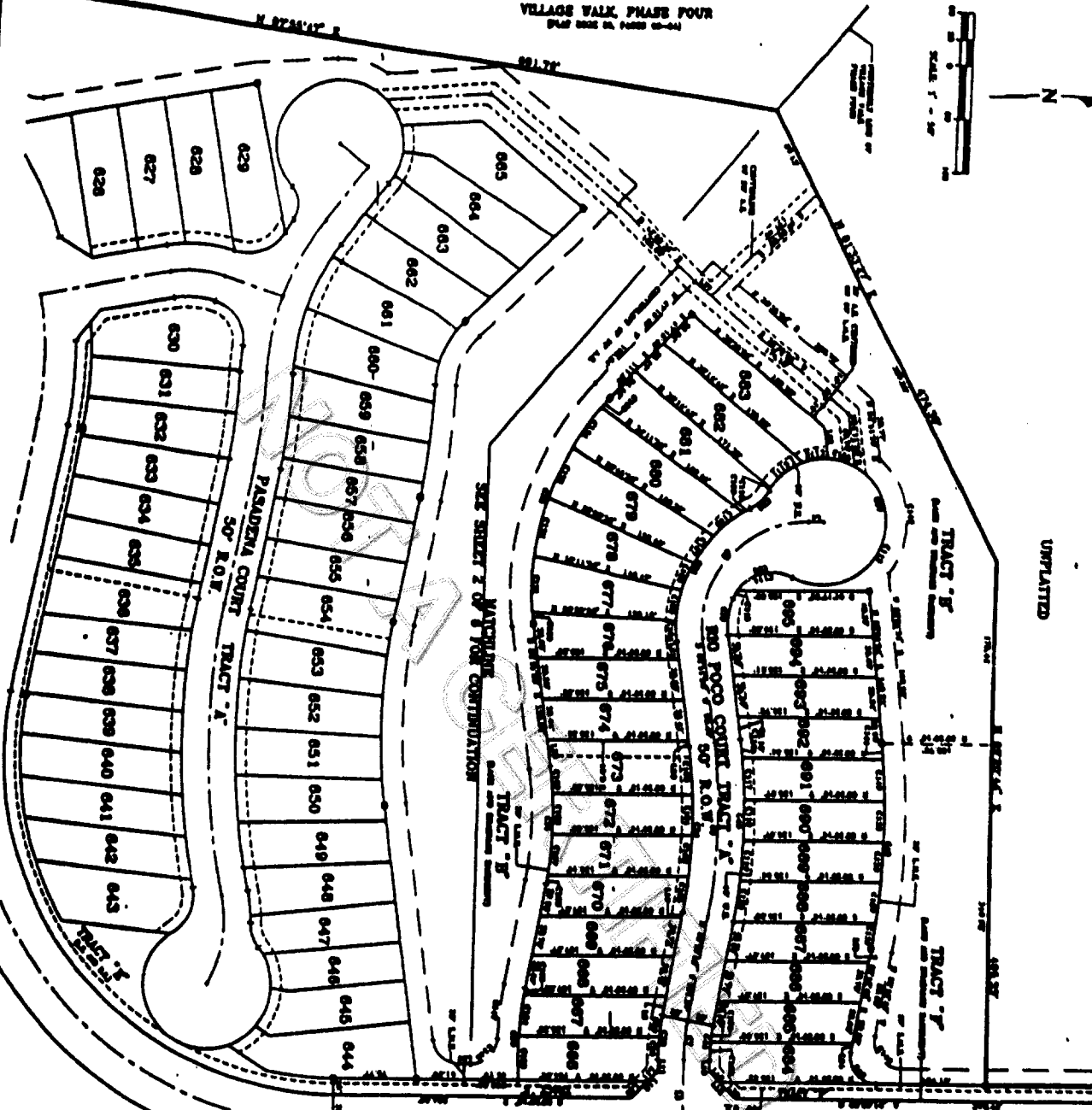
SHEET 3 OF 6

SEE SHEET 4:07 & FOR CONTINUATION

MATCHLINE

SEE SHEET 4:07 & FOR CONTINUATION

MATCHLINE



1-75 (STATE ROAD NO. 93)

LEGEND

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97. ...

98. ...

99. ...

100. ...

OR: 3037 PG: 3063

VILLAGE WALK, PHASE FIVE

A SUBDIVISION LYING IN SECTION 6, TOWNSHIP 40 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA

PLAT BOOK 27, PAGE 67

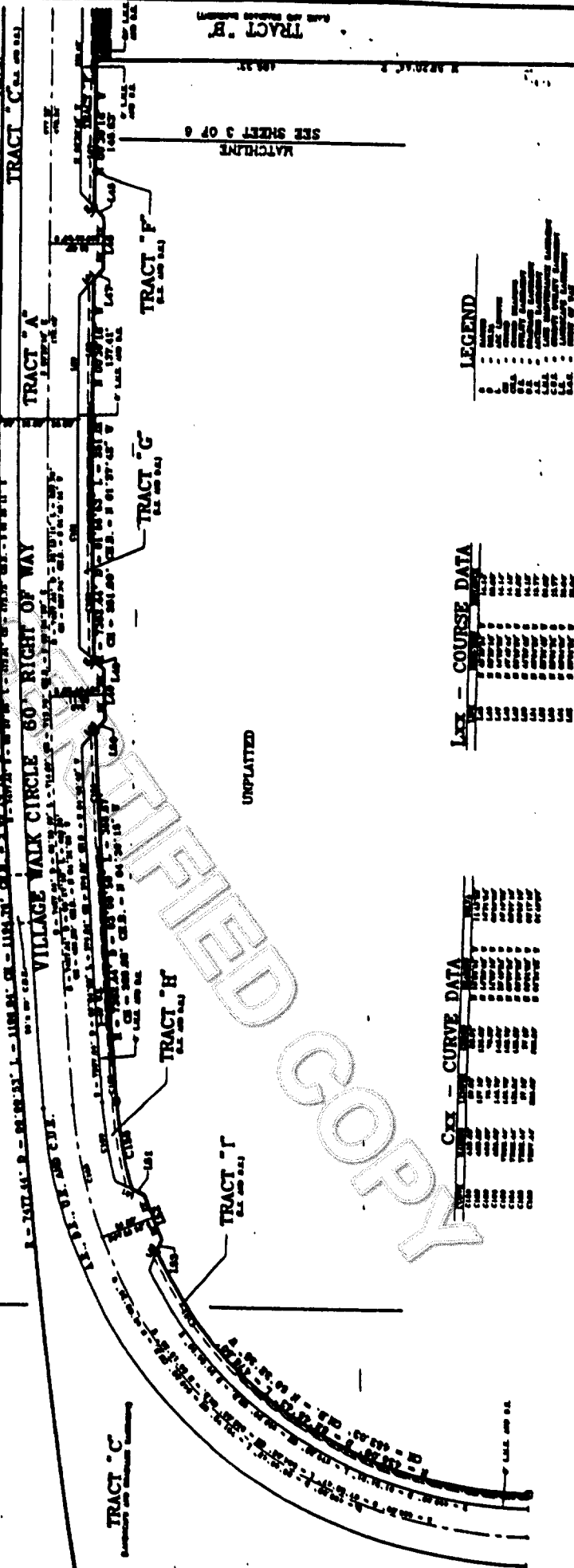
SHEET 4 OF 8



SEE SHEET 6 OF 8
MATCHLINE

1-75
(STATE ROAD 90)

VILLAGE WALK CIRCLE 60' RIGHT OF WAY



UNPLATTED

CRK - CURVE DATA

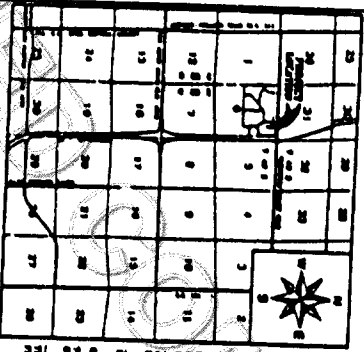
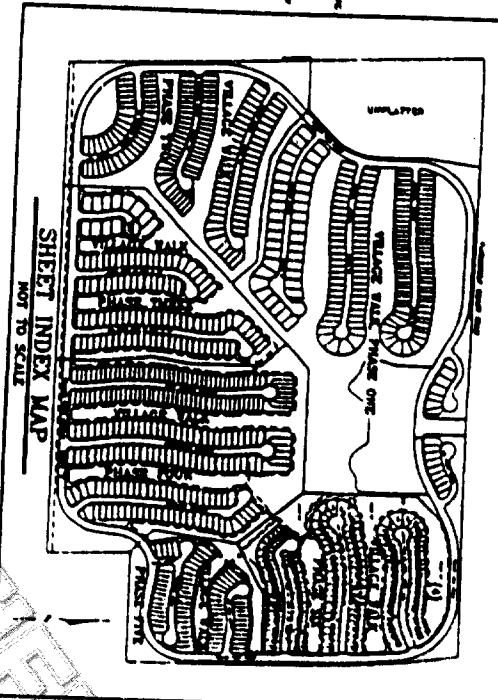
STATION	CHORD	ARC	ANGLE	PIVOT	TYPE
1+00.00	100.00	100.00	90.00	1+00.00	CR
1+10.00	100.00	100.00	90.00	1+10.00	CR
1+20.00	100.00	100.00	90.00	1+20.00	CR
1+30.00	100.00	100.00	90.00	1+30.00	CR
1+40.00	100.00	100.00	90.00	1+40.00	CR
1+50.00	100.00	100.00	90.00	1+50.00	CR
1+60.00	100.00	100.00	90.00	1+60.00	CR
1+70.00	100.00	100.00	90.00	1+70.00	CR
1+80.00	100.00	100.00	90.00	1+80.00	CR
1+90.00	100.00	100.00	90.00	1+90.00	CR
2+00.00	100.00	100.00	90.00	2+00.00	CR
2+10.00	100.00	100.00	90.00	2+10.00	CR
2+20.00	100.00	100.00	90.00	2+20.00	CR
2+30.00	100.00	100.00	90.00	2+30.00	CR
2+40.00	100.00	100.00	90.00	2+40.00	CR
2+50.00	100.00	100.00	90.00	2+50.00	CR
2+60.00	100.00	100.00	90.00	2+60.00	CR
2+70.00	100.00	100.00	90.00	2+70.00	CR
2+80.00	100.00	100.00	90.00	2+80.00	CR
2+90.00	100.00	100.00	90.00	2+90.00	CR
3+00.00	100.00	100.00	90.00	3+00.00	CR
3+10.00	100.00	100.00	90.00	3+10.00	CR
3+20.00	100.00	100.00	90.00	3+20.00	CR
3+30.00	100.00	100.00	90.00	3+30.00	CR
3+40.00	100.00	100.00	90.00	3+40.00	CR
3+50.00	100.00	100.00	90.00	3+50.00	CR
3+60.00	100.00	100.00	90.00	3+60.00	CR
3+70.00	100.00	100.00	90.00	3+70.00	CR
3+80.00	100.00	100.00	90.00	3+80.00	CR
3+90.00	100.00	100.00	90.00	3+90.00	CR
4+00.00	100.00	100.00	90.00	4+00.00	CR
4+10.00	100.00	100.00	90.00	4+10.00	CR
4+20.00	100.00	100.00	90.00	4+20.00	CR
4+30.00	100.00	100.00	90.00	4+30.00	CR
4+40.00	100.00	100.00	90.00	4+40.00	CR
4+50.00	100.00	100.00	90.00	4+50.00	CR
4+60.00	100.00	100.00	90.00	4+60.00	CR
4+70.00	100.00	100.00	90.00	4+70.00	CR
4+80.00	100.00	100.00	90.00	4+80.00	CR
4+90.00	100.00	100.00	90.00	4+90.00	CR
5+00.00	100.00	100.00	90.00	5+00.00	CR
5+10.00	100.00	100.00	90.00	5+10.00	CR
5+20.00	100.00	100.00	90.00	5+20.00	CR
5+30.00	100.00	100.00	90.00	5+30.00	CR
5+40.00	100.00	100.00	90.00	5+40.00	CR
5+50.00	100.00	100.00	90.00	5+50.00	CR
5+60.00	100.00	100.00	90.00	5+60.00	CR
5+70.00	100.00	100.00	90.00	5+70.00	CR
5+80.00	100.00	100.00	90.00	5+80.00	CR
5+90.00	100.00	100.00	90.00	5+90.00	CR
6+00.00	100.00	100.00	90.00	6+00.00	CR
6+10.00	100.00	100.00	90.00	6+10.00	CR
6+20.00	100.00	100.00	90.00	6+20.00	CR
6+30.00	100.00	100.00	90.00	6+30.00	CR
6+40.00	100.00	100.00	90.00	6+40.00	CR
6+50.00	100.00	100.00	90.00	6+50.00	CR
6+60.00	100.00	100.00	90.00	6+60.00	CR
6+70.00	100.00	100.00	90.00	6+70.00	CR
6+80.00	100.00	100.00	90.00	6+80.00	CR
6+90.00	100.00	100.00	90.00	6+90.00	CR
7+00.00	100.00	100.00	90.00	7+00.00	CR
7+10.00	100.00	100.00	90.00	7+10.00	CR
7+20.00	100.00	100.00	90.00	7+20.00	CR
7+30.00	100.00	100.00	90.00	7+30.00	CR
7+40.00	100.00	100.00	90.00	7+40.00	CR
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7+70.00	100.00	100.00	90.00	7+70.00	CR
7+80.00	100.00	100.00	90.00	7+80.00	CR
7+90.00	100.00	100.00	90.00	7+90.00	CR
8+00.00	100.00	100.00	90.00	8+00.00	CR
8+10.00	100.00	100.00	90.00	8+10.00	CR
8+20.00	100.00	100.00	90.00	8+20.00	CR
8+30.00	100.00	100.00	90.00	8+30.00	CR
8+40.00	100.00	100.00	90.00	8+40.00	CR
8+50.00	100.00	100.00	90.00	8+50.00	CR
8+60.00	100.00	100.00	90.00	8+60.00	CR
8+70.00	100.00	100.00	90.00	8+70.00	CR
8+80.00	100.00	100.00	90.00	8+80.00	CR
8+90.00	100.00	100.00	90.00	8+90.00	CR
9+00.00	100.00	100.00	90.00	9+00.00	CR
9+10.00	100.00	100.00	90.00	9+10.00	CR
9+20.00	100.00	100.00	90.00	9+20.00	CR
9+30.00	100.00	100.00	90.00	9+30.00	CR
9+40.00	100.00	100.00	90.00	9+40.00	CR
9+50.00	100.00	100.00	90.00	9+50.00	CR
9+60.00	100.00	100.00	90.00	9+60.00	CR
9+70.00	100.00	100.00	90.00	9+70.00	CR
9+80.00	100.00	100.00	90.00	9+80.00	CR
9+90.00	100.00	100.00	90.00	9+90.00	CR
10+00.00	100.00	100.00	90.00	10+00.00	CR
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10+30.00	100.00	100.00	90.00	10+30.00	CR
10+40.00	100.00	100.00	90.00	10+40.00	CR
10+50.00	100.00	100.00	90.00	10+50.00	CR
10+60.00	100.00	100.00	90.00	10+60.00	CR
10+70.00	100.00	100.00	90.00	10+70.00	CR
10+80.00	100.00	100.00	90.00	10+80.00	CR
10+90.00	100.00	100.00	90.00	10+90.00	CR
11+00.00	100.00	100.00	90.00	11+00.00	CR
11+10.00	100.00	100.00	90.00	11+10.00	CR
11+20.00	100.00	100.00	90.00	11+20.00	CR
11+30.00	100.00	100.00	90.00	11+30.00	CR
11+40.00	100.00	100.00	90.00	11+40.00	CR
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11+60.00	100.00	100.00	90.00	11+60.00	CR
11+70.00	100.00	100.00	90.00	11+70.00	CR
11+80.00	100.00	100.00	90.00	11+80.00	CR
11+90.00	100.00	100.00	90.00	11+90.00	CR
12+00.00	100.00	100.00	90.00	12+00.00	CR
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12+20.00	100.00	100.00	90.00	12+20.00	CR
12+30.00	100.00	100.00	90.00	12+30.00	CR
12+40.00	100.00	100.00	90.00	12+40.00	CR
12+50.00	100.00	100.00	90.00	12+50.00	CR
12+60.00	100.00	100.00	90.00	12+60.00	CR
12+70.00	100.00	100.00	90.00	12+70.00	CR
12+80.00	100.00	100.00	90.00	12+80.00	CR
12+90.00	100.00	100.00	90.00	12+90.00	CR
13+00.00	100.00	100.00	90.00	13+00.00	CR
13+10.00	100.00	100.00	90.00	13+10.00	CR
13+20.00	100.00	100.00	90.00	13+20.00	CR
13+30.00	100.00	100.00	90.00	13+30.00	CR
13+40.00	100.00	100.00	90.00	13+40.00	CR
13+50.00	100.00	100.00	90.00	13+50.00	CR
13+60.00	100.00	100.00	90.00	13+60.00	CR
13+70.00	100.00	100.00	90.00	13+70.00	CR
13+80.00	100.00	100.00	90.00	13+80.00	CR
13+90.00	100.00	100.00	90.00	13+90.00	CR
14+00.00	100.00	100.00	90.00	14+00.00	CR
14+10.00	100.00	100.00	90.00	14+10.00	CR
14+20.00	100.00	100.00	90.00	14+20.00	CR
14+30.00	100.00	100.00	90.00	14+30.00	CR
14+40.00	100.00	100.00	90.00	14+40.00	CR
14+50.00	100.00	100.00	90.00	14+50.00	CR
14+60.00	100.00	100.00	90.00	14+60.00	CR
14+70.00	100.00	100.00	90.00	14+70.00	CR
14+80.00	100.00	100.00	90.00	14+80.00	CR
14+90.00	100.00	100.00	90.00	14+90.00	CR
15+00.00	100.00	100.00	90.00	15+00.00	CR
15+10.00	100.00	100.00	90.00	15+10.00	CR
15+20.00	100.00	100.00	90.00	15+20.00	CR
15+30.00	100.00	100.00	90.00	15+30.00	CR
15+40.00	100.00	100.00	90.00	15+40.00	CR
15+50.00	100.00	100.00	90.00	15+50.00	CR
15+60.00	100.00	100.00	90.00	15+60.00	CR
15+70.00	100.00	100.00	90.00	15+70.00	CR
15+80.00	100.00	100.00	90.00	15+80.00	CR
15+90.00	100.00	100.00	90.00	15+90.00	CR
16+00.00	100.00	100.00	90.00	16+00.00	CR
16+10.00	100.00	100.00	90.00	16+10.00	CR
16+20.00	100.00	100.00	90.00	16+20.00	CR
16+30.00	100.00	100.00	90.00	16+30.00	CR
16+40.00	100.00	100.00	90.00	16+40.00	CR
16+50.00	100.00	100.00	90.00	16+50.00	CR
16+60.00	100.00	100.00	90.00	16+60.00	CR
16+70.00	100.00	100.00	90.00	16+70.00	CR
16+80.00	100.00	100.00	90.00	16+80.00	CR
16+90.00	100.00	100.00	90.00	16+90.00	CR
17+00.00	100.00	100.00	90.00	17+00.00	CR
17+10.00	100.00	100.00	90.00	17+10.00	CR
17+20.00	100.00	100.00	90.00	17+20.00	CR
17+30.00	100.00	100.00	90.00	17+30.00	CR
17+40.00	100.00	100.00	90.00	17+40.00	CR
17+50.00	100.00	100.00	90.00	17+50.00	CR
17+60.00	100.00	100.00	90.00	17+60.00	CR
17+70.00	100.00	100.00	90.00	17+70.00	CR
17+80.00	100.00	100.00	90.00	17+80.00	CR
17+90.00					

OR: 3037 PG: 3066

VILLAGE WALK PHASE SIX

A SUBDIVISION LYING IN SECTION 8, TOWNSHIP 48 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA

PLAT BOOK 29, PAGE 28
SHEET 1 OF 4



APPROVED: [Signature] [Title]
DATE: [Date]

APPROVED: [Signature] [Title]
DATE: [Date]

APPROVED: [Signature] [Title]
DATE: [Date]

THIS PLAN, SHOWING THE LAYOUT OF THE SUBDIVISION, IS HEREBY APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, ON THIS [Date] DAY OF [Month], 19[Year].

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at the County Administration Center, Collier County, Florida, this [Date] day of [Month], 19[Year].

[Signature]
[Title]

THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, HAS HEREBY APPROVED THIS PLAN, SHOWING THE LAYOUT OF THE SUBDIVISION, AND HAS ORDERED THAT THE SAME BE RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at the County Administration Center, Collier County, Florida, this [Date] day of [Month], 19[Year].

[Signature]
[Title]

APPROVED: [Signature] [Title]
DATE: [Date]

APPROVED: [Signature] [Title]
DATE: [Date]

APPROVED: [Signature] [Title]
DATE: [Date]

THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, HAS HEREBY APPROVED THIS PLAN, SHOWING THE LAYOUT OF THE SUBDIVISION, AND HAS ORDERED THAT THE SAME BE RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at the County Administration Center, Collier County, Florida, this [Date] day of [Month], 19[Year].

[Signature]
[Title]

THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, HAS HEREBY APPROVED THIS PLAN, SHOWING THE LAYOUT OF THE SUBDIVISION, AND HAS ORDERED THAT THE SAME BE RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at the County Administration Center, Collier County, Florida, this [Date] day of [Month], 19[Year].

[Signature]
[Title]

OR: 3037 PG: 3067

VILLAGE WALK PHASE SIX

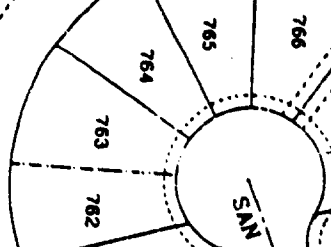
PLAT BOOK 29, PAGE 29

SHEET 2 OF 4

A SUBDIVISION LYING IN SECTION 8, TOWNSHIP 48 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA.

TRACT "B" VILLAGE WALK PHASE ONE

POINT OF BEGINNING



SAN PABLO COURT 50' RIGHT OF WAY

TRACT "B"

SEE SHEET 3 OF 4 FOR CONTINUATION
MATCHLINE

TRACT "E"

TRACT "A" VILLAGE WALK PHASE FIVE
VILLAGE WALK CIRCLE 60' RIGHT OF WAY



VILLAGE WALK PHASE FOUR

LEGEND

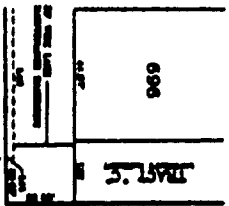
ONE - CURVE DATA

TWO - COURSE DATA

THREE - COURSE DATA

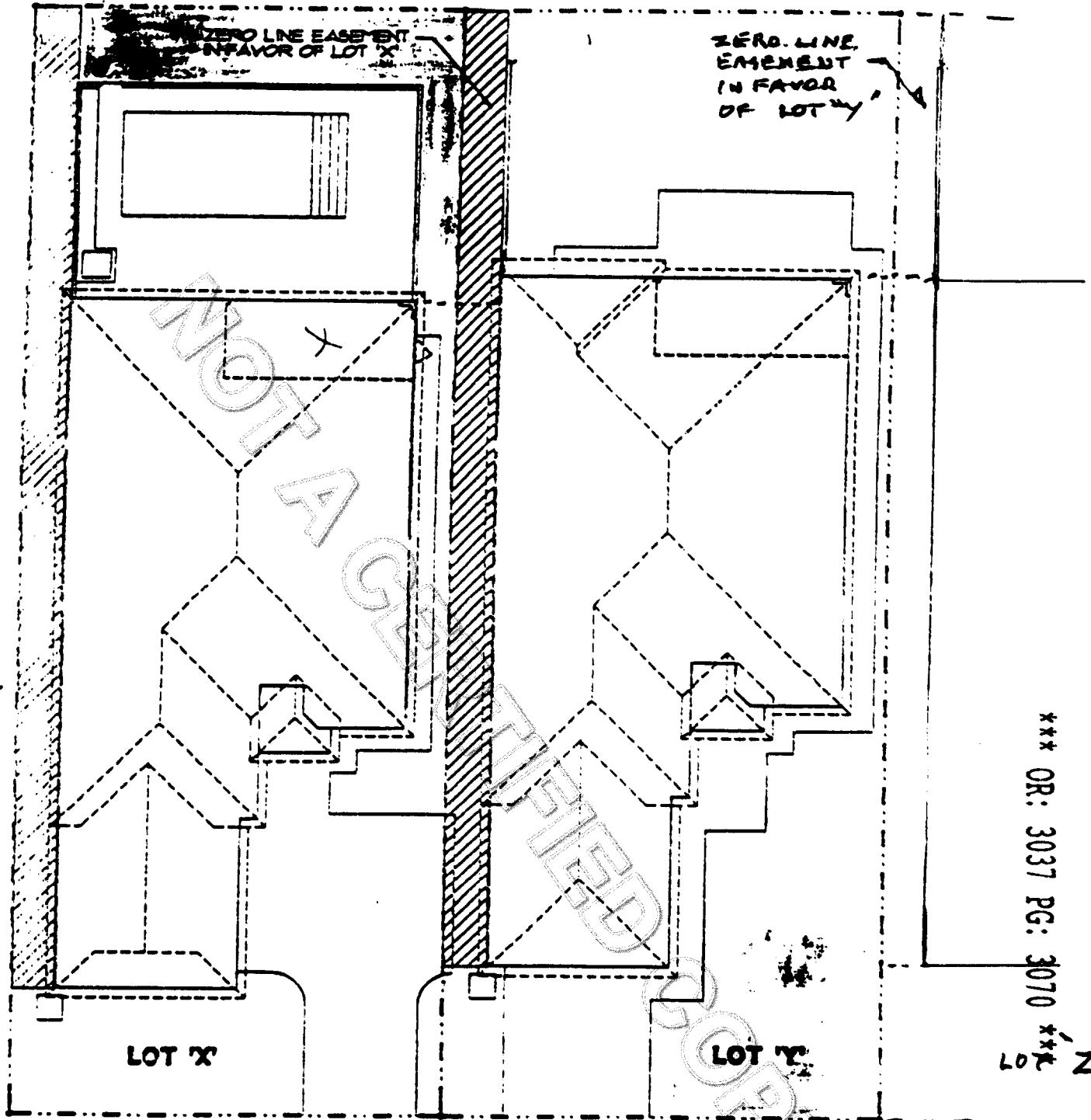
ONE - CURVE DATA

DETAIL



C.C. FILE NO. 8008-9

5'-0"



LOT X

LOT Y

*** OR: 3037 PG: 3070 ***
N
LOT

Lot X
Yellow Front Yard
Orange Rear Yard

Lot Y
Orange Front Yard
Yellow Rear Yard

VillageWalk