



**VERONA WALK  
COMMUNITY DEVELOPMENT  
DISTRICT**

**COLLIER COUNTY  
REGULAR BOARD MEETING  
MAY 17, 2018  
10:00 A.M.**

Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410

[www.veronawalkcdd.org](http://www.veronawalkcdd.org)  
561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**VERONA WALK COMMUNITY DEVELOPMENT DISTRICT**  
Town Center at Verona Walk  
8090 Sorrento Lane  
Naples, Florida 34114  
**REGULAR BOARD MEETING**  
May 17, 2018  
10:00 a.m.

- A. Call to Order
- B. Pledge of Allegiance
- C. Proof of Publication.....Page 1
- D. Establish Quorum
- E. Additions or Deletions to Agenda
- F. Comments from the Public for Items not on the Agenda
- G. Approval of Minutes
  - 1. April 19, 2018 Regular Board Meeting Minutes.....Page 3
- H. Old Business
  - 1. Reconsideration and Discussion on the Board’s Rules of Procedure.....Page 7
- I. New Business
  - 1. Review of HOA’s Declaration Amendment Regarding CDD References.....Page 16
  - 2. Consider Resolution No. 2018-07 – Adopting a Fiscal Year 2018/2019 Proposed Budget.....Page 57
- J. Administrative Matters
  - 1. District Attorney Update
  - 2. District Engineer Update
  - 3. Field Inspector Update
  - 4. District Manager Update
    - a. Financials.....Page 65
    - b. Announce Qualifying Period
- K. Board Members Comments
- L. Adjourn

# Naples Daily News

NaplesNews.com

Published Daily  
Naples, FL 34110

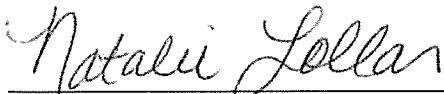
## Affidavit of Publication

State of Florida  
Counties of Collier and Lee

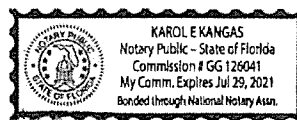
Before the undersigned they serve as the authority, personally appeared Natalie Zollar who on oath says that she serves as **Inside Sales Manager** of the Naples Daily News, a daily newspaper published at Naples, in Collier County, Florida; distributed in Collier and Lee counties of Florida; that the attached copy of the advertising was published in said newspaper on dates listed. Affiant further says that the said Naples Daily News is a newspaper published at Naples, in said Collier County, Florida, and that the said newspaper has heretofore been continuously published in said Collier County, Florida; distributed in Collier and Lee counties of Florida, each day and has been entered as second class mail matter at the post office in Naples, in said Collier County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.


Customer	Ad Number	Copyline	P.O.#
VERONA WALK COMMUNITY DEV.	1768771	VERONA WALK COMMUNIT	

Pub Dates  
October 2, 2017

  
(Signature of affiant)

Sworn to and subscribed before me  
This October 05, 2017



  
(Signature of affiant)

Resorts/Hotels/Rentals
BIG CANOE, GEORGIA
Now accepting short term
reservations for 2/2 cabin
on 3 acres in the exclusive Big
Canoe mountains...

Sports and Imports
2017 BMW 640 M Sport Pkg
\$K miles White convertible top. \$81,000.
(239) 919-4230; or 298-1656
GRAND PRIZE WINNER OF A
2014 BMW 208i convertible
with red leather interior...

Notice to Creditors
The administration of the
estate of STEVEN JAMES
DODSON, deceased, whose
date of death was August 7,
2016...

Notice to Creditors
decendent's estate, on whom a
copy of this notice is required
to be served must file their
claims with this court WITHIN
THE LATER OF 3 MONTHS
AFTER THE TIME OF THE FIRST
PUBLICATION OF THIS NOTICE...

Public Notices
IF A PERSON DECIDES TO
APPEAL ANY DECISION MADE
BY THE SCHOOL BOARD
WITH RESPECT TO ANY
MATTER CONSIDERED
SHE WILL NEED A RECORD

Public Notices
OF THE PROCEEDINGS AND,
THEREFORE, MAY NEED TO
ENSURE THAT A VERBATIM
RECORD OF THE PROCEEDINGS
IS MADE. THE RECORD MUST
INCLUDE THE TESTIMONY AND
EVIDENCE UPON WHICH THE
APPEAL IS TO BE BASED.
Pub: October 2, 2017
NO 1771707

COMMERCIAL OFFICE
COMMERCIAL OFFICE
COMMERCIAL OFFICE
COMMERCIAL OFFICE

SPORTS UTILITY VEHICLES
2017 INFINITI QX80 Rear wheel
drive, loaded only 500 mi.
blue ext./tan int. DVD, \$70K
obo. (Pd 83K) (239)222-9081

Garage Sales
Local treasures
found here
Local finds

Garage Sales
Local treasures
found here
Local finds

Public Notices
VERONA WALK
COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2017/2018 REGULAR MEETING SCHEDULE

Public Notices
VERONA WALK
COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2017/2018 REGULAR MEETING SCHEDULE

Real Estate
Commercial
AAA BEAUTIFUL SUITES
FROM 255. With conference
room. Call 239-643-1600

STEARN'S MOTORS
MOST
FORD Since 1977.
All Vehicles wanted
Rod or Jim (239)742-7350

NOTWITHSTANDING THE TIME
PERIOD SET FORTH ABOVE,
ANY CLAIM FILED TWO (2)
YEARS OR MORE AFTER THE
DECEDENT'S DATE OF DEATH
IS BARRED.

CLAIRE G. WALSH
Personal Representative
c/o A. ERIC ANDERSON, P.A.
350 Fifth Avenue South, Suite
200
Naples, Florida 34102
Telephone: (239) 262-7748
Facsimile: (239) 262-7144

Public Notices
VERONA WALK
COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2017/2018 REGULAR MEETING SCHEDULE

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VERONA WALK
COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2017/2018 REGULAR MEETING SCHEDULE

Financial
OPPORTUNITY FOR FULL
SERVICE RESTAURANT
In gated single family
Community with
approximately 2000 homes.
A liquor license is required
for full bar service.

PERSONALS
LOOKING FOR 1 OR 2 POKER
PLAYERS Small group men
& women play every Wed.
afternoon E. Naples. If inter-
ested call Tom 239-649-0664

IN RE: ESTATE OF
STEVEN JAMES DODSON
Deceased.
All creditors of the decedent
and other persons having
claims or demands against
the estate must file their
claims with this court WITHIN
THE LATER OF 3 MONTHS
AFTER THE TIME OF THE FIRST
PUBLICATION OF THIS NOTICE...

Public Notices
VERONA WALK
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FISCAL YEAR 2017/2018 REGULAR MEETING SCHEDULE

Business Opportunities
OPPORTUNITY FOR FULL
SERVICE RESTAURANT
In gated single family
Community with
approximately 2000 homes.

LEGAL
PHYLIS DODSON MARTIN
Personal Representative
c/o A. ERIC ANDERSON, P.A.
350 Fifth Avenue South, Suite
200
Naples, Florida 34102
Pub: October 2 and 9, 2017
NO 1770430

NOTICE TO CREDITORS
The administration of the
estate of THOMAS J. WALSH,
deceased, whose date of
death was May 13, 2017;
File Number: 17-1949-CP,
is pending in the Circuit Court
for Collier County, Florida,
Probate Division, the address
of which is 3315 Tamiami Trail
East, Suite # 102, Naples, FL
34112-5324. The names and
addresses of the personal
representative and the
personal representative's
attorney are set forth below.

Public Notices
VERONA WALK
COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2017/2018 REGULAR MEETING SCHEDULE

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NOTICE OF PUBLIC HEARING
Notice is hereby given that on October 10, 2017, in the Board
of County Commissioners Meeting Room, Third Floor, Collier
Government Center, 3299 East Tamiami Trail, Naples, FL.,
the Board of County Commissioners (BCC) will consider the
enactment of a County Resolution. The meeting will commence
at 9:00 A.M. The title of the proposed Resolution is as follows:

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COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2017/2018 REGULAR MEETING SCHEDULE

Campers & RV's
WANTED ALL MOTOR HOMES
AND CAMPER VANS.
Call Bob: 239-438-7758

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Public Notices
VERONA WALK
COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2017/2018 REGULAR MEETING SCHEDULE

Transportation
2008 MERCEDES SL550
39K+ miles, exc. cond., all
service records. Black/black
\$26,500.00. (617)276-6573

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Transportation
2014 BMW 320 Black: w/ new
wheels; sports package;
\$19,500. (239) 919-4230 or
(239) 298-1656

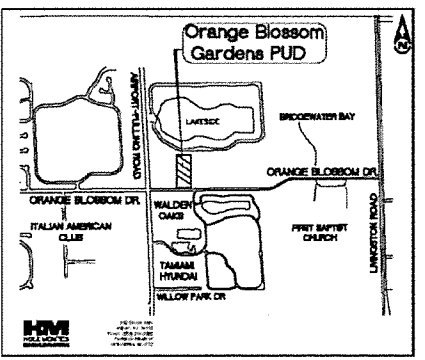
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WE VALUE YOUR INPUT
Business and property owners, residents and visitors are welcome to attend the
presentation and discuss the project with the owner and Collier County staff. If you are
unable to attend this meeting, but have questions or comments, they can be directed by
mail, phone, or e-mail to:
Robert J. Mulhere, FAICP, Vice President, Planning Services
Hole Montes, Inc.
950 Encore Way, Naples, Florida 34110
Phone: 239-254-2000, email: bobmulhere@hmeng.com
\*Please note that the Collier County Public Library does not sponsor or endorse this program.
October 2, 2017 ND-1766310

VERONA WALK COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
APRIL 19, 2018

**A. CALL TO ORDER**

The April 19, 2018, Regular Board Meeting of the Verona Walk Community Development District was called to order at 10:02 a.m. in the Town Center at Verona Walk located at 8090 Sorrento Lane, Naples, Florida 34114.

**B. PLEDGE OF ALLEGIANCE**

**C. PROOF OF PUBLICATION**

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Naples Daily News* on October 2, 2017, as part of the District's Fiscal Year 2017/2018 Regular Meeting Schedule, as legally required.

**D. ESTABLISH A QUORUM**

It was determined that the attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting:

Chairperson	Diann Cucinella	Present
Vice Chairman	Patrick Clifford	Present
Supervisor	Marilyn Czubkowski	Present
Supervisor	Jack Hogan	Present
Supervisor	Michael J. Doyle	Present

Staff members in attendance were:

District Manager	Kathleen Dailey	Special District Services
Engineer	Terry Cole	Hole Montes
Field Inspector	Bohdan Hirniak	

Also present were the following District residents: Richard Czubkowski, Joseph Cucinella, and Peter & Jane Monti.

**E. ADDITIONS OR DELETIONS TO THE AGENDA**

Mr. Doyle, Ms. Czubkowski and Ms. Cucinella advised that they had matters to bring up under Board Member Comments.

**F. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

There were no comments from the public for item not on the agenda.

VERONA WALK COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
APRIL 19, 2018

**G. APPROVAL OF MINUTES**

**1. March 15, 2018, Regular Board Meeting**

The March 15, 2018 Regular Board Meeting minutes were presented for approval. A **motion** was made by Mr. Doyle, seconded by Mr. Hogan and passed unanimously to approve the minutes of the March 15, 2018, Regular Board Meeting, as presented.

**H. OLD BUSINESS**

**1. Update Regarding Clean Up of the Retention Basins**

Mr. Hirniak advised that the Mainscape was doing the ongoing cleanup of debris from Hurricane Irma. He stated that after their initial cleanup there were 18 areas that needed additional removal and they came back and completed the project. He added that the palm fronds in the water would degrade.

**2. Bond Issuance – Acknowledgement of Lien of Record**

Ms. Dailey explained the lien of record and recommended approval.

A **motion** was made by Ms. Czubkowski, seconded by Mr. Doyle and passed unanimously acknowledging the lien of record.

**I. NEW BUSINESS**

**1. Consider Approval of Napier Sprinkler Proposal for Lake Bank Repair**

Mr. Hirniak noted that there were three proposals from Napier for an approximate total of \$36,000, plus the price per location for downspouts. Mr. Cole stated that it looked like a reasonable approach that is aesthetically pleasing, noting that he is more comfortable with the use of a 6-inch pipe rather than a 4 inch pipe.

A **motion** was made by Ms. Czubkowski, seconded by Mr. Hogan and passed unanimously approving the Napier Sprinkle proposal in the amount of \$36,000, plus the price per location for downspouts for the lake bank repair, subject to the use of a 6-inch pipe.

**J. ADMINISTRATIVE MATTERS**

**1. District Attorney Update**

There was no District Attorney Update at this time.

**2. District Engineer Update**

There was no District Engineer Update at this time.

**3. Field Inspector Update**

VERONA WALK COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
APRIL 19, 2018

Mr. Hirniak had no additional report. Ms. Cucinella asked if there was an update on the golf cart parking issue. Mr. Hirniak responded that it was an ongoing issue and sometimes he has to find the owner of a vehicle in the way in order to access the golf cart.

**4. District Manager Update**  
**a. Financials**

Ms. Dailey briefly went over the financials.

Ms. Dailey advised that the budget meetings would be held on May 17 and August 20. She stated that the qualification period would be announced at the next meeting and that Ms. Czubkowski, Mr. Hogan and Mr. Clifford's seats were up for election.

**K. BOARD MEMBER COMMENTS**

Mr. Doyle advised of his dissatisfaction with the water levels, as the previous HOA Board had spent money on wells. He stated that the wells were active and have helped.

Ms. Czubkowski stated that the HOS is redoing their by-laws and the CDD is mentioned throughout the document. She thought the CDD's attorney should review them in case there are any impacts to the CDD.

Ms. Cucinella brought up the March 2017 Board's review of the Rules & Procedures and stated that the District has a policy relating to the use of legal services and the engineer by Board Members. She added that all inquiries should go through Ms. Dailey, as the attorney charges based on his time. She stated that bills have come in that include charges for a Board Member telephoning the attorney. Mr. Doyle noted that when he joined the Board in November 2016 there was an "open door" to the engineer and attorney and as the Board went forward, he needed clarity on certain issues. He stated he would call the attorney when he needs the attorney. Ms. Cucinella stated this is against the rules and wastes constituents' money. There was discussion on penalties and for staff to bring the rules and regulations back to the Board.

**L. ADJOURNMENT**

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 10:45 a.m. on a **motion** made by Ms. Cucinella, seconded by Mr. Doyle and passed unanimously.

VERONA WALK COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
APRIL 19, 2018

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Secretary/Assistant Secretary

---

Chair/Vice-Chair



**MEETING AND ADMINISTRATIVE  
RULES OF PROCEDURE**

**VERONA WALK  
COMMUNITY DEVELOPMENT DISTRICT**

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**MEETING AND ADMINISTRATIVE  
RULES OF PROCEDURE  
VERONA WALK COMMUNITY DEVELOPMENT DISTRICT**

**1.0 Organization**

- (1) Verona Walk Community Development District (the “District”) was created pursuant to the provisions of Chapter 190, Florida Statutes and was established to provide for ownership, operation, maintenance, and provision of various public improvements, facilities and services within its jurisdiction. The purpose of these rules (individually, each a “**Rule**” and collectively, the “**Rules**”) is to describe the general operations of the District.
- (2) Definitions located within any section of the Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) A Rule of the District shall be effective upon adoption by affirmative vote of the District’s Board of Supervisors (“**Board**”). After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a rule if the District determines that the rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

**Specific Authority:** s.s. 190.011(5), 120.53(1)(a), Fla. Stat.

**Law Implemented:** s.s. 190.011(5), 120.53(1)(a), Fla. Stat.

**1.1 Board of Supervisors: Officers and Voting.**

- (1) Board of Supervisors. The Board shall consist of five (5) members. Members of the Board (“**Supervisors**”) must meet the qualifications set forth in Chapter 190, Florida Statutes. The Board shall exercise the powers granted to the District under Florida law.
  - (a) Supervisors shall hold office for the term specified by Section 190.006, Florida Statutes. If, during the term of office, any Supervisor vacates his/her office, the remaining Supervisors shall fill the vacancies by appointment for the remainder of the term. If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Supervisors.

- (b) Three (3) Supervisors shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Supervisor shall be counted toward the quorum if physically present at the meeting, regardless of whether such Supervisor is prohibited from, or abstains from, participating in discussion or voting on a particular item.
  - (c) Action taken by the Board shall be upon a majority vote of the Supervisors present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(9), a Supervisor participating in the Board meeting by teleconference, videoconference or other electronic means shall be entitled to vote and take all other action as though physically present.
  - (d) Unless otherwise provided for by an act of the Board, any one Supervisor may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election or appointment where the newly elected members take office, the Board shall select a Chair, Vice-Chair, Secretary, Assistant Secretary, and Treasurer.
- (a) Chair. The Chair must be a Supervisor. If the Chair resigns from the office or ceases to be a Supervisor, the Board shall select a Chair, after filling the vacancy. The Chair serves at the pleasure of the Board. The Chair or Vice-Chair shall be authorized to execute resolutions and contracts on behalf of the Board. The Chair shall convene and conduct all meetings of the Board. In the event the Chair is unable to attend a meeting, the Vice-Chair shall convene and conduct the meeting. The Chair or Vice-Chair may request the District Manager or other district staff to convene and conduct any meeting of the Board.
  - (b) Vice-Chair. The Vice-Chair shall be a Supervisor and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chair has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chair. If the Vice-Chair resigns from the office or ceases to be a Supervisor, the Board shall select a Vice-Chair, after filling the Board vacancy. The Vice-Chair serves at the pleasure of the Board.
  - (c) Secretary. The Secretary of the Board serves at the pleasure of the Board and need not be a Supervisor. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. The District Manager may serve as Secretary.

- (d) Treasurer. The Treasurer need not be a Supervisor but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3), Florida Statutes as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board.
  - (e) Absence of Chair and Vice-Chair. In the event that both the Chair and Vice-Chair are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chair and Vice-Chair are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.
  - (f) Assignment of Additional Duties. The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
  - (g) Check Signing. The Chair, Vice-Chair, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not Supervisors. Such functions may include, but are not limited to, contract negotiations, personnel matters, and budget preparation.
  - (4) Record Book. The Board shall keep a permanent record book entitled “Record of Proceedings”, in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates and corporate acts. The Records of Proceedings shall be located at the District Office and shall be available for inspection by the public.
  - (5) Meetings. The Board shall establish each fiscal year, an annual schedule of regular meetings, which shall be submitted to the county and the state of Florida. Said schedule shall be posted and/or published to the extent required by Chapter 189, Florida Statutes. All meetings of the Board shall be open to the public in accord with the provisions of Chapter 286, Florida Statutes.

**Specific Authority:** s.s. 190.001, 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.006, 190.007, Fla. Stat.

## 1.2 Public Meetings, Hearings, and Workshops.

- (1) Notice. Pursuant to Section 189.015(1), Florida Statutes, the Board shall file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority. The schedule shall include the date, time, and location of each scheduled meeting. The schedule shall be published quarterly, semiannually, or annually in a newspaper of general paid circulation in the manner required by Section 189.015(1), Florida Statutes. Except in emergencies or as otherwise required by Statute or these Rules, for the purpose of any meeting other than a regular meeting or any recessed and reconvened meeting of the Board, the District shall provide at least seven (7) days public notice shall be given of any public meeting, hearing, or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and shall state:
  - (a) The date, time and place of the meeting or workshop;
  - (b) A brief description of the nature, subjects and purposes of the meeting, hearing or workshop;
  - (c) The District Office address for the submission of requests for copies of the agenda;
  - (d) The following notice in substantially the following form: “Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager. If you are hearing or speech impaired, please contact Florida Relay Service at 1-800-955-8770, who can aid you in contacting the District Office.”
  - (e) The following notice in substantially the following form: “A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.”
  - (f) The following notice in substantially the following form: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Agenda. The District Manager, under the guidance of District Counsel and the Chair (or the Vice-Chair if the Chair is unavailable), shall prepare a notice and an agenda of the meeting. Except as to items approved for inclusion in the agenda by the Board pursuant to subsection (b) below, the Chair (or the Vice-Chair if the Chair

is unavailable) shall make the final determination of items to include on the agenda. The agenda and agenda back-up materials for each meeting shall be available to the public prior to the meeting in the manner and at such time as required by Florida law. For good cause, the agenda may be changed after it is first made available for distribution. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings. By a majority vote of the Board at the start of the meeting, items may be added or deleted from the agenda.

- (a) The District may, but is not required, to use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Audience Questions and Comments on Agenda Items
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
  - (a) District Counsel
  - (b) District Engineer
  - (c) District Manager
- Supervisor's requests and comments
- Audience Questions and Comments
- Adjournment

- (b) The agenda of each meeting shall include a section for Supervisors' requests to allow the Supervisors the opportunity to request that certain items be placed on a future agenda of the Board. The Board may accept or reject the request of a Supervisor for the placement of a particular subject matter on a future agenda. If accepted, the requested matter will be placed on the applicable future agenda by the District Manager.

- (3) Minutes. The Secretary shall be responsible for keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting.
- (4) Receipt of Notice. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (5) Emergency Meetings. The Chair, or Vice Chair if the Chair is unavailable, may convene an emergency meeting of the Board without first having complied with subsections (1) and (2) to act on emergency matters that may affect the public health, safety or welfare. Whenever possible, the Chair shall make reasonable

efforts to notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date, and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one major newspaper of general circulation in the District. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

- (6) Public Comment. The public shall be provided the opportunity to be heard on any proposition that will come before the Board at a meeting pursuant to Section 286.011, Florida Statutes. The Board shall set aside a reasonable amount of time for public comment on agenda items, and the time for public comment shall be identified in the agenda. Policies governing audience or public comments may be adopted by the Board in accordance with Florida law.
- (7) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008, Florida Statutes. Once adopted in accord with Section 190.008, Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (8) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (9) Participation by Teleconference/Videoconference. District staff may participate in Board meetings teleconference, videoconference or other electronic means. Except as otherwise provided in Florida law, Board members may also participate in Board meetings by teleconference, videoconference or other electronic means if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference, videoconference or other electronic means, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (10) Continuances. Any meeting of the Board or any item or matter included on the agenda for a meeting may be continued without re-notice or re-advertising provided that the continuance is to a specified date, time and location publicly announced at the meeting where the item or matter was included on the agenda.

- (11) Duration of Board Meetings. Except as otherwise provided herein, meetings of the Board shall be limited to two (2) hours in duration. In the event the Chair believes the business on the agenda will not be completed within two (2) hours, the Chair may redirect the order of the agenda items in order to accomplish as much business as possible within the time limitations. By the affirmative vote of a majority of the Board, the Board may extend the duration of any meeting beyond the time limitation set forth herein. Any business not concluded within the time limitations set forth herein shall be carried forward to the next meeting of the Board.
- (12) Resident Committee Meetings. The Board may establish resident committees as needed. Such committee meetings shall be noticed to the public at least seven (7) days in advance.

**Specific Authority:** s.s. 190.005, 190.011(5), Fla. Stat.

**Law Implemented:** s.s. 190.007, 190.008, 120.53, 286.0105, 286.0114, 120.54, Fla. Stat.

### **1.3 Conduct of Business.**

The following rules for conducting meetings shall be observed by the Board. Except as herein provided questions of order and the conduct of business shall be governed by Robert's Rules of Order.

- (1) Call to Order. The meetings of the Board shall be called to order by the Chair or, in his/her absence by the Vice-Chair. In the absence of both the Chair and the Vice-Chair, the meeting shall be called to order by the District Manager for the selection of a temporary Chair.
- (2) Preservation of Order. The Chair shall preserve order and decorum; prevent attacks on personalities or the impugning of Supervisors' motives; and confine members in debate to the question under discussion.
- (3) Points of Order. The Chairman shall determine all points of order, subject to the right of any Supervisor to appeal to the Board for a decision on the point of order by majority vote. If any appeal is taken, the question shall be, "Shall the decision of the Chair be sustained?" A majority of the Board may overrule the Chair on the point of order.
- (4) Motion under Consideration. When a motion is presented and seconded, it is under consideration and no other motion shall be received thereafter, except to adjourn, to lay on the table, to postpone, or to amend until the question is decided. These counter motions shall have preference in the order in which they are mentioned, and the first two shall be decided without debate. Final action upon a pending motion may be deferred until the next meeting by majority of the Supervisors present.



- (5) Chair Participation. The presiding Chair may move, second and debate from the chair, and shall not be deprived of any of the rights and privileges of a Supervisor by reason of being the presiding Chair.
- (6) Form of Address. Each Supervisor shall confine himself/herself to the question under debate, and shall avoid personalities and indecorous language.
- (7) Interruption. A Supervisor, once recognized, shall not be interrupted except by a call to order or as herein otherwise provided. If a Supervisor is called to order, he/she shall stop speaking until the question is determined by the Chair (or applicable presiding officer in the Chair's absence).

**1.4 Board Policy Relating to Use of District Counsel for Legal Services and District Engineer for Engineering Services.**

Except as otherwise provided herein, individual Supervisors may not engage or authorize District Counsel or District Engineer to perform services which are chargeable to the District. The Board declares that District Counsel or District Engineer can be engaged or authorized to provide specific services chargeable to the District in one of the following manners:

- (1) when District Counsel or District Engineer is requested or directed to provide services for a specific issue or task by an official action of the Board;
- (2) when District Counsel or District Engineer is requested or directed to provide services by the District Manager for an operational or administrative matter of the District as deemed necessary or advisable by the District Manager; or
- (3) when District Counsel or District Engineer is requested or directed to provide services upon request of any Supervisor in the event of a situation that is deemed, in the reasonable determination of the Supervisor, to be an emergency situation or where the failure of the District to timely or promptly act might jeopardize the legal rights, standing or position of the District.

**2.0 Effective Date.**

These Rules shall be effective \_\_\_\_\_, 2017.

February 8, 2018

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

**AMENDED AND RESTATED  
DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
VERONAWALK**

**KNOW ALL MEN BY THESE PRESENTS** that on February 23, 2004 the original Declaration was recorded in Official Record Book 3506, at Page 0903 *et seq.*, of the Public Records of Collier County, Florida. That Declaration, as it has previously been amended, is hereby further amended and is restated in its entirety, as amended.

The land subject to this Declaration (hereinafter the "Property") is attached to the original Declaration recorded at Official Record Book 3506, Page 0903, as Exhibit A-1, and as thereafter amended.

No additional land is being added by this instrument and no land is being removed 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 Lot or any other ownership interest in the Property, or the lease, occupancy or use of any portion of a Lot or the Property, 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** "**Assessments**" means a share of the funds required for the payment of Common Expenses and individual expenses which from time to time are assessed by the Association against an Owner as Regular, Special and Individual Assessments.

**1.2** "**Attached Home**" means those single story Homes constructed in VeronaWalk which share common walls and roof systems and include specific maintenance provisions in Section 6.7 below.

**1.3** "**Articles**" and "**Bylaws**" as used herein, means the Articles of Incorporation and the Bylaws of VeronaWalk Homeowners Association, Inc., as amended from time to time. A copy of the Amended and Restated Articles of Incorporation and Bylaws are attached hereto as Exhibits "A" and "B" respectively.

**1.4** "**Association**" means VeronaWalk Homeowners Association, Inc., a Florida not for profit corporation, which is responsible for the maintenance and operation of the Common Areas and

amenities.

**1.5** “**Board**” means the Board of Directors responsible for the administration of the Association.

**1.6** “**Common Areas**” means all real property including any improvements and fixtures thereon, owned, leased or the use of which has been granted or dedicated to the Association for the common use and enjoyment of its members. The Common Areas of the Association include all land described above and subject to this Declaration save and except for the individual Lots. The Common Areas include but are not limited to Preserve and Conservation Areas and shall not include any areas owned and operated by the VeronaWalk Community Development District as further defined in Section 3.2 below.

**1.7** “**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 any other valid expenses or debts of the Property as a whole of the Association which are assessed against the Lot Owners including the operation, maintenance and replacement of the Water Management System.

**1.8** “**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.

**1.9** “**Conservation Area**” shall mean that portion, if any, of the Common Area other than a Preservation Area which may include native habitats set aside to fulfill open space requirements, and which is intended to be maintained by the Association without specific management guidelines.

**1.10** “**Declaration**” means this Declaration as amended from time to time.

**1.11** “**Family**” or “**Single Family**” shall refer to any one of the following:

(A) One natural person.

(B) Two or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage or adoption to each of the others.

(C) Two or more natural persons not meeting the requirements of (B) above that commonly resided together and act as a single housekeeping and economic unit.

**1.12** “**Governing Documents**” means and includes this Declaration, the Articles, the Bylaws, the Rules and Regulations, the PUD, and all recorded exhibits thereto, as amended from time to time.

**1.13** **“Guest”** means any person who is not the Owner or a lessee of a Lot or a member of the Owner’s or lessee’s family, who is physically present in, or occupies a Home on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration. Any Guest occupying a Home for at least fourteen (14) cumulative days in any calendar month shall be considered a tenant occupying the Home pursuant to a Lease and subject to the approval provisions of Article 10 below.

**1.14** **“Home”** means any Attached Home, Townhome, Single Family Home or other residential dwelling unit intended for residential use which is constructed on a Lot. In the case of a structure which contains multiple residential dwellings, each residential dwelling shall be deemed a separate Home.

**1.15** **“Lease”** means the grant by an Owner of a temporary right of use of the Owner’s Home with or without valuable consideration.

**1.16** **“Lot”** means the Lots of land located in the Property and depicted and numbered according to the Plat. No additional land is being added by this instrument and no land is being removed by this instrument. All of said land has been subdivided for residential use with fee simple title to each Lot having been conveyed to an Owner for use as a residential homesite. No Lot shall include the Common Areas. No Lot may be subdivided or joined together without the consent of the Association.

**1.17** **“Maintenance”, “Repair” and “Replacement.”** Maintenance means the upkeep or preservation of the condition of the Property. Repair means to mend, remedy, or restore to a sound or good state after decay, injury, dilapidation or partial destruction. Replace means to place again; restore to a former condition after destruction.

**1.18** **“Members”** means and refers to those persons who are entitled to membership in the Association as provided in its Articles and Bylaws.

**1.19** **“Occupy”** when used in connection with a Home, means the act of staying overnight in a home. **“Occupant”** is a person who occupies a Home.

**1.20** **“Owner” or “Lot Owner”** means the record owner of legal title to a Lot.

**1.21** **“Plat”** means collectively the plats recorded in the Public Records of Collier County, Florida as follows: Veronawalk 1A at Plat Book 41, Page 1; Veronawalk 1B at Plat Book 41, Page 37; Veronawalk Townhomes 1 at Plat Book 41 Page 58; Veronawalk 2A at Plat Book 42 Page 27; Veronawalk Townhomes 2 Replat at Plat Book 53 Page 78; Veronawalk 2B at Plat Book 42, Page 76; Veronawalk 2C at Plat Book 43 Page 84; Veronawalk 3A at Plat Book 44 Page 1; Veronawalk 3B at Plat Book 45 Page 5; Veronawalk 4A at Plat Book 47 Page 5; Veronawalk Model Center Replat at Plat Book 49 Page 46; Veronawalk 4B at Plat Book 49 Page 54; Veronawalk 4A Verducci Court Replat at Plat Book 50 Page 9; Veronawalk Palermo Querce Court Replat at Plat Book 50 Page 11; Veronawalk 4C at Plat Book 50 Page 25; Veronawalk 4D at Plat Book 50 Page 81; Veronawalk 4C Benelli Karina Court Replat at Plat Book 51 Page 44; and Veronawalk 4C Karina Court 2<sup>nd</sup> Replat at

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Plat Book 52 Page 35; and shall include any amendment or replat of all or any portion thereof.

**1.22** “Preservation Area” shall mean that portion, if any, of the Common Area which is intended to be preserved and maintained by the Association in its existing (or restored) natural and native condition in perpetuity.

**1.23** “Primary Occupant” means the natural person approved for occupancy of a Home when title to the Lot is held in the name of two or more persons who are not married, or by a trustee or a corporation or other entity which is not a natural person. When used in reference to a Home owned in one of the forms listed above, the term “primary occupant” shall be synonymous with the term “owner”.

**1.24** “Property” or “Community” means all the real property which is subject to this Declaration.

**1.25** “PUD” means the Winding Cypress Planned Unit Development created by Collier County Ordinance 99-93 and as thereafter amended from time to time.

**1.26** “Roads” shall mean and refer to any street or thoroughfare within the Common Areas, and which is dedicated to the Association.

**1.27** “Shall” as used in this Declaration means must as in mandatory.

**1.28** “Single Family Home” means those detached single family Homes constructed in VeronaWalk which include specific maintenance provisions in Section 6.6 below.

**1.29** “Surface Water Management System” means those lakes, canals, and other facilities created and used for drainage, as shown on or described in the drainage plans and permits for VeronaWalk as approved by Collier County and by the South Florida Water Management District, and as may be amended from time to time. A copy of the surface water permit and its conditions are attached to the original Declaration as Exhibit “E”.

**1.30** “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 swimming pools, fences, flagpoles, antennas, playground equipment, and storage sheds.

**1.31** “Townhome” means those multi-story Homes constructed in VeronaWalk which share common walls and roof systems and include specific maintenance provisions in Section 6.8 below.

**1.32** “Voting Interests” means the voting rights distributed to the Association members pursuant to the Bylaws.

## 2. ASSOCIATION.

**2.1 Membership.** Every owner of a Lot 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 the Governing Documents.

**2.2 Voting Rights.** Voting rights are set forth in the Bylaws of the Association.

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

**2.4 Bylaws.** A copy of the Amended and Restated Bylaws is attached to this Declaration as Exhibit "B".

**2.5 Delegation of Management.** The Association may contract for the management and maintenance of those portions of the Property 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 functions which may include but are not limited to 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 Lot Owners 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 Owners. The officers and Directors of the Association have a fiduciary relationship to the Owners. An Owner does not have the authority to act for or bind the Association by reason of being an 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 Lots.** The Association has the power to purchase Lots in the Community in connection with the foreclosure of an Association lien for Assessments, charges or fines or any

other foreclosure of an interest that affects the Association's lien and to hold, lease, mortgage, encumber or convey them with such power to be exercised by the Board of Directors without prior approval of the Owners.

**2.10 Interests in Real Property.** The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided herein, the power to acquire, encumber or convey ownership interests in real property, including recreational facilities, whether or not contiguous with the Property, shall be exercised by the Board of Directors only after approval by at least a majority of the Voting Interests.

**2.11 Disposition of Personal Property.** Any personal property owned by the Association, may be mortgaged, sold, or otherwise encumbered or disposed of by the affirmative vote of a majority of the entire Board of Directors, without need for authorization by the Owners.

**2.12 Roster.** The Association shall maintain a current roster of names and mailing addresses of Owners, based upon information supplied by the Owners. Owners are responsible for notifying the Association of any change in their mailing address. All such notices shall be in writing. A copy of the roster shall be made available to any member upon request.

**2.13 Alterations, Improvements, Additions.** The Association has the power to make material alterations, improvements and additions to the Common Areas, including but not limited to, installation of gates, gate houses, speed bumps and other traffic controls, as well any other alterations or additions and the power shall be exercised by the Board of Directors.

### **3. DEVELOPMENT PROVISIONS.**

**3.1 PUD.** VeronaWalk is a Planned Unit Development ("PUD") within the Winding Cypress Planned Unit Development created pursuant to that certain Collier County, Florida Ordinance 99-33 approved by the Collier County Board of County Commissions on December 14, 1999, and thereafter amended by Ordinance Numbers 02-35, 02-48, 09-61, and 14-09, and as hereafter amended from time to time. All of Winding Cypress, including the VeronaWalk, shall conform to the Winding Cypress PUD, the obligations of which run with the land. No portion of VeronaWalk shall be used for any purpose or in any manner inconsistent with the PUD. Any violation of the PUD shall be a violation hereof, and the Association shall have the right to enforce the provisions hereof against any person in violation thereof in the same manner as set forth hereinbelow for the enforcement of the provisions of this Declaration.

**3.2 CDD.** Certain portions of the Property within VeronaWalk are subject to the jurisdiction of the VeronaWalk Community Development District (the "CDD") crated pursuant to Collier County, Florida Ordinance 04-27. The Association and the CDD have shared responsibilities with respect to the water management system with respective operative permits with the South Florida Water Management System. The CDD is responsible for the operation and maintenance of the lakes and drainage easement and other components of the property as more particularly described in the South Florida Water Management permits operated by the CDD. NOTICE: A COMMUNITY

DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE PROPERTY WITHIN ITS JURISDICTION. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS, ASSESSMENTS LEVIED BY THE MASTER ASSOCIATION AND BY THE ASSOCIATION AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. If not paid such taxes and/or assessments will constitute a lien on the property against which they are assessed and such lien may be foreclosed in the manner provided by Florida law.

**3.3 Security.** The Association may, but shall not be obligated to, maintain or support certain activities within VeronaWalk designed to make the community safer than it otherwise might be. The Association shall not in any way be considered insurers or guarantors of security within VeronaWalk, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, alarm system, or other security system cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss, or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its lessees that the Association, its Board of Directors and committees, are not insurers and that each person using or occupying VeronaWalk assumes all risks for loss or damage to persons, to Lots, and to the contents of Lots and Homes resulting from acts of third parties.

**3.4 Recycling Program.** The Board may establish a recycling program and recycling center within VeronaWalk and in such event, all occupants of Lots shall support such program by recycling, to the extent reasonably practical, all materials which the Association's recycling program or center is set up to accommodate. The Association may, but shall have no obligation to, purchase recyclable materials in order to encourage participation and any income received by the Association as a result of such recycling efforts shall be used to reduce Common Expenses.

**3.5 Surface Water Rights.** The Association and the CDD shall have all rights to ground water, surface water, and storm water runoff within the Property. No person other than the Association and/or the CDD shall claim, capture, or collect rainwater, ground water, surface water or storm water runoff within the Property. The Association or the CDD may establish programs for reclamation of surface water and storm water runoff for appropriate uses within the Property, and may require Owners and occupants of Lots to participate in such programs to the extent reasonably practical. No Owner or occupant of a Lot shall have any right to be compensated for water reclaimed from Lots.

**3.6 Surface Water Management Program.** The Association and the CDD shall be responsible for owning, operating, maintaining, and monitoring various aspects of the Surface Water Management System as more specifically set forth in the permits held by the South Florida Water Management District and/or the County.



**3.7 Commercial Common Areas.** Portions of the Common Areas may be designated by the Association for commercial uses. The Board shall determine the manner in which commercial portions of the Common Areas are held, maintained, and operated. The Association may designate another person or entity to hold, operate, and manage any commercial portions of the Common Areas for the benefit of the Association. 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.

#### **4. ASSESSMENTS.**

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

(A) The Lot Owner's share of Annual Assessments based on the annual budget adopted by the Board of Directors of the Association;

(B) The Lot Owner's pro rata share of Special Assessments for capital improvements or other Association expenditures not provided for by Annual Assessments;

(C) Any charges properly levied against individual Lot Owner(s) ("Individual Assessments") without participation from other Owners. Individual Assessments may also be levied equally on all Lots for whose benefit Common Expenses are incurred which benefits less than the Association as a whole.

Assessments and charges shall be established and collected as provided herein and elsewhere in the Governing Documents. The Owner of each Lot, 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 4.11 below, whenever title to a Lot 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 Institutional 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 has the right to claim, assign or transfer any interest therein except as an appurtenance to his Lot. No Owner can withdraw or receive distribution of his prior payments to the common surplus or Association reserves, except as otherwise provided herein or by law.

**4.2 Purposes of Assessments.** The Assessments levied by the Association shall be used for the purposes of promoting the general welfare of the Lot Owners and residents; to operate, maintain, repair, improve, construct, and preserve (on a non-profit basis) the Common Areas owned

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of 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) 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.

**4.3 Share of Assessments, Annual, Special and Individual.** The Owners of each Lot shall be equally liable for Annual Assessments and Special Assessments levied by the Association for Common Expenses of the Association. All monetary fines assessed against an Owner pursuant to the Governing Documents, or any expense or charge of the Association attributable to or on behalf of an individual Owner or group of similar Lots shall be an Individual Assessment and shall become a lien against such Owner's Lot or group of Lots which may be foreclosed or otherwise collected as provided herein.

**4.4 Lien.** The Association has a lien on each Lot for unpaid past due Assessments, and charges, together with interest, late payment penalties, costs 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 lien shall relate back and be effective from the date the original Declaration was recorded in the public records and therefor shall be superior to all other liens and encumbrances as provided in Section 720.3085, Florida Statutes, as amended from time to time. 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, fines and charges, interests, late fees, 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.

**4.5 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 is provided in Section 720.3085 of the Florida Statutes, as amended from time to time, for the foreclosure of a lien upon a Lot for unpaid Assessments. All unpaid Assessments and charges also constitute a personal obligation of the Owners and the Association may, in addition to any other remedy herein provided, bring an action at law against any Owner liable for unpaid Assessments. If final judgment is obtained, such judgment shall include interest on the Assessments as above provided and reasonable attorney fees 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.

**4.6 Priority of Liens.** The Association's lien for unpaid charges, Assessments and all other amounts shall be subordinate and inferior to any recorded institutional first mortgage, unless the Association's Claim of Lien was recorded before the mortgage, but shall relate back to the date

the original Declaration was recorded in the Public Record and be superior to, and take priority over, any other mortgage, lien or interest recorded after that date. Any lease of a Lot shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed.

**4.7 Application of Payments; Failure to Pay; Interest.** Assessments, charges and installments thereon paid on or before thirty (30) 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.

In addition to interest the Association may also charge an administrative late payment fee in an amount not to exceed the maximum amount allowed by law. Assessments, charges and installments thereon shall become due, and the 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. Any restrictive endorsement on or accompanying a payment notwithstanding, all payments made to the Association by or on behalf of an Owner shall be applied first to interest, then, to late fees, then to costs (including but not limited to collection charges imposed by the management company, attorney and court) then to attorney fees, then to fines (if allowed by law), then to other charges, and then to the oldest outstanding unpaid Annual, Special or Individual Assessments. No payment by check is deemed received until the check has cleared. The Association shall also have the right to require any tenant occupying the Lot during any period in which Assessments for the Lot are due but have not been paid to the Association to pay the rent to the Association as provided by law. If an Owner is more than ninety (90) days delinquent in paying any fee, fine, or other monetary obligation due to the Association, the Association may also suspend the rights of the member, or the member's tenant, guest, or invitee, to use Common Areas and facilities until the fee, fine, or other monetary obligation is paid in full.

**4.8 Acceleration.** If any Assessment or installment of an Assessment as to a Lot becomes more than thirty (30) days past due, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Lot's Assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. 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.

**4.9 Removal of Property.** After the Association successfully performs a foreclosure on the property, if the Owner does not remove personal property from the foreclosed premise, such property will be deemed forfeited to the Association and the Association may authorize removal and may sell such forfeited property after ten (10) days written notice at the last known address or at such address provided by the homeowner. Such remedy shall be in addition to all other remedies available under applicable laws, rules and regulations including the right to compel removal of the property and right to impose fines.

**4.10 Certificate as to Assessment, Mortgagee Questionnaires.** Within ten (10) business days after request by an 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 Owner with respect to the Lot have been paid. The Association may charge up to maximum amount allowed by law to issue an estoppel certificate. The Association may but is not obligated to respond to mortgagee questionnaires. If the Association chooses to respond to a mortgagee questionnaire the Association may charge an amount determined by the Board (in addition to any charge for an estoppel letter) plus attorney’s fees for doing so.

**4.11 Resale Capital Assessment.** The Association shall levy a Resale Capital Assessment upon the transferee of a conveyance of any Lot owned by an Owner to be used by the Association for any lawful purpose. The amount of the Resale Capital Assessment shall be determined by the Board from time to time, however, the Resale Capital Assessment shall not exceed an amount equal to two (2) quarterly assessment installments as determined by the annual Association budget, including reserves. The due date shall be the date of the closing of the conveyance. The Resale Capital Assessment shall, unless the transferor and transferee otherwise expressly agree, be the obligation of the transferee. If unpaid at closing, the Association may collect the Resale Capital Assessment in the same manner as a Regular Assessment in this Article 4.

For the purposes of this section, the term “conveyance” shall mean the nonexempt transfer of record legal title to a Lot by deed or other authorized means of conveyance for or without valuable consideration, and shall also refer to the transfer of possession and beneficial ownership by means of an agreement for deed. The following conveyances shall be exempt from payment of the Resale Capital Assessment:

(A) a conveyance by any record title holder to any person or entity who was also a record title holder of the Lot being conveyed in the Association immediately prior to such conveyance;

(B) a conveyance to the Owner’s estate, surviving spouse, or other heirs resulting from the death of an Owner;

(C) a conveyance by an Owner to a trust, partnership, corporation, or other entity so long as such entity is and remains wholly-owned by the Owner or by such Owner and the Owner’s spouse and/or children for estate planning or tax purposes;

(D) a conveyance between spouses or ex-spouses resulting from a divorce decree;

(E) a conveyance to the Association pursuant to a final judgment of foreclosure or deed in lieu of foreclosure.

**4.12 Mortgage Foreclosure.** Unless otherwise provided by law, if the mortgagee of a first mortgage of an institutional mortgage of record acquires title to a Lot as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer or title shall be liable for the share of Common Expenses or Assessments attributable to the Lot, or to the former owner of the Lot, which came due prior to the mortgagee’s acquisition of title as required by Section 720.3085,

Florida Statutes. Any unpaid share of Common Expenses for which such acquirer is exempt from liability becomes a Common Expense collectible from all Owners, including such acquirer and his successors and assigns. All other persons or entities acquiring title to a Lot as the result of a foreclosure or other Court ordered sale shall be obligated to pay all past due Assessments due and owing at the time of sale regardless of whether or not the Association has filed a lien. No Owner or acquirer of title to a Lot 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.

## **5. EASEMENTS.**

**5.1 Easements for Owners.** There exists a perpetual non-exclusive easement to the Association and to the Owners, their families, guests, invitees, licensees and lessees upon, over, and across the bicycle/pedestrian paths, sidewalks, walkways, Roads, rights-of-way and other Common Areas. The Association also enjoys an additional perpetual non-exclusive easement over, across, through, and under all portions of VeronaWalk for the purposes of performing the maintenance and repair requirements of the Association as described in this Declaration. Except in the event of an emergency, the Association, its assigns or representatives may enter upon an Owner's Lot only after reasonable notice has been given to the Owner.

### **5.2 Easements for Utilities.**

(A) There is hereby reserved to the Association, its assignees and designees, access and maintenance easements upon, over, across, and under all of the Property to the extent reasonably necessary for the purpose of replacing, repairing, maintaining Roads, bicycle/pedestrian paths, walkways, sidewalks, lakes, wetlands, drainage systems, street lights, identification signage, and all utilities, including, without limitation, water, irrigation, sewer, electricity, telephone, cable tv, or communication lines and systems, and for the purpose of installing any of the foregoing on property which the Association owns or within easements designated for such purposes on the Plats or other recorded documents for the Property. This easement shall not entitle the holders of such easements to construct or install any of the foregoing systems, facilities, or utilities over, under, or through any existing Home, and any damage to a Lot and/or Home resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Lot, and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

(B) The Association hereby also grants a perpetual non-exclusive easement to all utility or service companies servicing VeronaWalk upon, over, across, through, and under the Common Areas and such other portions of the Property on which utility facilities may be located for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to water, irrigation, sewer, telephone, electricity, cable tv, or communication lines and systems. It shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, facilities, circuits, and conduits on, in, and under the Common Areas, providing such company restores any disturbed area substantially to the condition existing prior to their activity.

**5.3 Easements for Encroachments.** There is hereby reserved an easement for encroachment in the event any improvement upon the Common Areas now or hereafter encroaches upon a Lot, or in the event that any Home now or hereafter encroaches upon the Common Area or on another Lot, as a result of minor inaccuracies in survey, construction, reconstruction, or due to settlement or movement or otherwise to a distance of: (a) if the encroachment is on the Common Area, then, not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary; (b) if the encroachment on another Lot is a driveway originally constructed, then not more than two feet, as measured from any point on the common boundary of the encroaching driveway and the other Lot along a line perpendicular to such boundary. The encroaching improvements shall remain undisturbed as long as the encroachment exists. This easement for encroachment shall also include an easement for the maintenance and use of the encroaching improvements. Provided, however, that at no time shall there be any encroachment onto the surface water management systems, without the written consent of the South Florida Water Management District. In no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, or the Association.

**5.4 Easements for Drainage.** Every Lot and the Common Area shall be burdened with easements for natural drainage of storm water runoff from other portions of VeronaWalk; provided, however, no person may alter the natural drainage on any Unit so as to materially increase the drainage of storm water onto adjacent portions of VeronaWalk without the consent of the Owner of the affected property.

**5.5 Right of Entry.** The Association shall have the right, but not the obligation, to enter upon any 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, Bylaws, 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 and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Lot 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, but shall not authorize entry into any Home without permission of the Owner, except by emergency personnel acting in their official capacities.

**5.6** Notwithstanding anything to the contrary contained herein, the Association has the power, without the joinder of any Owner, to grant, modify or relocate easements in any portion of the Common Area or Association Property, as the Board shall deem necessary or desirable for the Association. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Lots.

**6. MAINTENANCE.** VeronaWalk contains varying types of Homes with varying maintenance responsibilities and covenants set forth below. The restrictions, covenants and provisions set forth

below shall apply to such Homes, as applicable, as well as the Common Areas.

**6.1 Association Maintenance.** The Association shall maintain and keep in good repair the Common Areas. The maintenance of the Common Areas shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all Roads and rights-of-way; all plantings and sodding of such rights-of-way; all perimeter plantings and sod; right-of-way, perimeter, and other Association irrigation facilities and pumps; perimeter walls or fences; bridges; bicycle/pedestrian paths; sidewalks; lakes; water features; Recreational Facilities: office facilities; street lights; road and identification signage; security facilities and equipment; drainage facilities and water control structures; Association parking facilities; sod, landscaping and other flora located on the Common Areas; and other structures and improvements situated upon the Common Area. The Association may also maintain property which it does not own including, without limitation, the lawn, landscaping materials, and irrigation system installed on each Lot as set forth below in Section 6.2 as well as property dedicated to the public, including, without limitation, the landscaped portions of the road rights of way for Collier Boulevard (CR 951) and Sabal Palm Road located adjacent to VeronaWalk.

**6.2 Lot Landscape Maintenance.** The Association shall maintain, repair and replace the lawn, landscaping materials, and irrigation system as originally installed on each Lot. Any landscaping materials which are installed on the Lot subsequent to original construction and approved by the ACC shall be maintained by the Association and the Owner is responsible to repair and replace said additional landscaping.

**6.3 Lot Owner Maintenance.** The individual Owners shall, in addition to other obligations contained elsewhere herein, have the maintenance, repair and replacement responsibility of the following:

(A) The Home, structure, parking areas, and all structural components, including courtyard walks, entry doors, garage doors, roof components, windows, sliding glass doors, screens, screen doors and their hardware, frameworks, and locks serving the home. The roofs and exterior of the structure shall be cleaned on a regular basis to remove and discourage mold growth. Owners are responsible for the periodic maintenance, repair and replacement of the driveway servicing the Unit, including any portion of the driveway which extends into the common area roadway.

(B) The complete interior of the home including all interior walls, floors, ceilings, partitions, cabinets, plumbing and all other interior components.

(C) Interior and exterior electrical lines and hookups, all air conditioning components, appliances, TV cables and connections, telephone and other similar lines and connections and sewer pipes and septic systems serving the individual Lot.

**6.4 Enforcement of Maintenance.** If the Owner of a Lot fails to maintain his Lot as required above, 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 and remedying the violation, with or without consent of the Lot owner but

only after ten (10) days written notice of intent to do so. 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 an Individual Assessment charged against the Lot, secured by a lien against the Lot as provided in Article 3 above.

**6.5 Negligence; Damage Caused by Condition in Lot.** Each Owner shall be liable for the expenses of any maintenance, repair or replacement of Common Areas, other Lots, 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.

**6.6 Covenants Regarding Single Family Homes.**

(A) Maintenance of Exterior of Home. Each Owner shall maintain the exterior of his Zero Lot Line Home, including the walls (excluding the "Lot Perimeter Wall" as defined herein) and fences in good condition and repair. The Lot Perimeter Wall shall be defined to mean and refer to that exterior wall of a Single Family Home which is located approximately three feet one inch (3 ft. 1 in.) from the lot line or boundary. Each Owner shall be responsible for the normal and routine cleaning and painting of the exterior walls, and the periodic cleaning of the roofs of such Owner's Home. The Board shall determine the need for cleaning and painting of the exterior of the Homes, including the roofs thereof, and may require the Owner of a Home to timely perform such cleaning and painting by so notifying the Owner. The cost of such cleaning and painting shall be borne solely by the Owner.

(B) Zero Line Easement. Each Lot on which a Zero Lot Line Home is constructed is subject to an easement of approximately three feet one inch (3 ft. 1 in.) in width which extends from the front of the home (street side) to the rear of the lot ("Zero Line Easement"). The Zero Line Easement is in favor of the Owner of the Lot immediately adjacent to the easement. The Zero Line Easement is a result of building code requirements, which disallow an Owner's roof from overhanging property which is not owned in fee by the Owner. Therefore, each Owner's roof overhangs a portion of his Lot, which is subject to the Zero Line Easement. Each unit is constructed within a Lot such that one side of the Home, the side which includes the Lot Perimeter Wall (defined herein), is adjacent to the Zero Line Easement. A sketch of the Zero Line Easement is attached to the original Declaration marked as Exhibit "F".

1. Grantee of Zero Line Easement. The Owner of the Lot immediately adjacent to the Zero Line Easement is the grantee of the Zero Line Easement. Subject to the rights of the Association, the grantee is hereby granted the exclusive right to use and maintain real property within the Zero Lot Line Easement. The Owner of the Lot on which the Zero Lot 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 Home, 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.



2. Permissible Uses of the Zero Line Easement. The Zero Line Easement area may be used by the grantee for maintenance, landscaping, and irrigation purposes. No landscaping material may be placed in the Zero Line Easement which would contact the Lot Perimeter Wall or the roof of the 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 Home abutting the Zero Line Easement.

(C) Lot Perimeter Wall. Maintenance of the Lot Perimeter Wall shall be the obligation of the Owner of the Lot adjacent to the Lot Perimeter Wall. The adjacent Lot Owner shall have an easement over that portion of the adjacent Lot on which a Lot Perimeter Wall has been located, as specified herein, in order to maintain and to make superficial repairs to said Lot Perimeter Wall. However, in no event, shall any Person make any structural or other changes in the walls, including, but not limited to, change of paint color, without the express written approval of the Architectural Control Committee. Structural repairs to the Lot Perimeter Wall shall be performed solely by the Association or its assigns. In the event the Board 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. 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 cost thereof shall be assessed to the adjacent Lot Owner, and, if not paid in a timely manner, shall become an Individual Assessment upon such adjacent Lot.

## **6.7 Covenants Regarding Attached Homes.**

### **(A) Utility Easements.**

1. Each Owner of an Attached Home grants to all other Owners owning an Attached Home in the same building a perpetual utility easement for water, sewer, power, telephone and other utility and service company lines and systems installed beneath or within the Attached Home.

2. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines affecting all Homes within an attached home building, and which are located beneath or within the Attached Home building shall be shared equally by each of the Attached Home Owners in the building affected; provided, however, that where the necessary access by authorized personnel of the utility or service company is required because of the intentional or negligent misuse of the utility or service company line or system by an Attached Home Owner, his lessee, licensee, invitee, or agent, any expense arising therefrom shall be borne solely by such Owner. Any expense caused by the necessary access of authorized personnel of the utility or service company to service lines located within the Common Areas shall be paid by the Association as a Common Expense.

### **(B) Common Walls and Roofs.**

1. The Attached Home Lots comprising each building are single family

attached Lots with common walls, known as "party walls", between each Unit that adjoins another Unit. The center line of a party wall is the common boundary of the adjoining Attached Home.

2. Each common wall in an Attached Home 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.

3. The entire roof of the Attached Home building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, roof trim, and roof drainage fixtures, shall be collectively referred to as "shared roofing".

4. If an Attached Home is damaged through an act of God or other casualty, the affected Owner shall promptly have his Attached Home repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Attached Home building. In the event such damage or destruction of a party wall or shared roof is caused solely by the neglect or willful misconduct of an Attached Home Owner, any expense incidental to the repair or reconstruction of such wall or shared roof shall be borne solely by such wrongdoer. If the Attached Home Owner refuses or fails to pay the cost of such repair or reconstruction, the Association shall have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected building, and the Association shall thereafter have the right to specially assess said Owner for the costs of such repair and re-construction.

5. The cost of maintaining each side of a Party Wall shall be borne by the Attached Home Owner using said side, except as otherwise provided herein.

6. No attached Home Owner shall authorize the painting, refurbishing or modification of the exterior surfaces or shared roof of his attached home without the consent of the ACC.

(C) Maintenance of the Exterior of the Attached Homes. Each Owner shall at all times be responsible for the maintenance and care of the exterior surfaces of his Attached Home. The phrase "exterior surfaces of the Attached Home" shall include, but not be limited to, the exterior walls and shared roofing. Each Owner of an Attached Home shall be responsible for the normal and routine cleaning and painting of the exterior walls, and the periodic cleaning of the roofs of the Attached Owner's Home. Repainting of the exterior surfaces of an Attached Home shall be done uniformly at the same time for both Attached Homes. The Board shall determine the need for cleaning and painting of the exterior of the Attached Homes, including the roofs thereof, and may require the Owners of such Attached Homes to timely perform such cleaning and painting by so notifying the Owners of both of the Attached Homes. The cost of such cleaning and painting shall be borne equally by the Owners of Attached Homes.

**6.8 Covenants Regarding Townhouse Lots.**

(A) Maintenance of the Exterior of Townhouse Unit. Each Owner shall maintain his or her own Townhouse, including all boundary walls and fences, in good condition and repair and in a like condition, appearance, and quality as originally constructed. Each Owner of a Townhouse shall be responsible for the normal and routine cleaning and painting of the exterior walls outside of the Townhouse, as well as the periodic cleaning of the shared roofs of the Townhouse. The Board shall determine the need for cleaning and painting of the exterior of the Townhouse and/or Townhouse building, including the shared roofs thereof, and may require the Owners of each Townhouse building to timely perform such cleaning and painting by so notifying the Owners. The cost of such cleaning and painting shall be borne equally by all of the Owners of a Townhouse building.

(B) Party Walls. The Townhouses comprising each building are residential Lots with common walls, known as "party walls", between each Townhouse that adjoins another Townhouse. The center line of a party wall is the common boundary of the adjoining Townhouse. The cost of maintaining each side of a party wall shall be borne by the Owner using said side, except as otherwise provided herein.

(C) Use of Party Walls. Each adjoining Owner of a party 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 forming said party wall.

(D) Shared Roofing. The entire roof of the Townhouse building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, roof trim, and roof drainage fixtures, shall be collectively referred to as "shared roofing". The shared roofing shall not be considered as Common Area.

(E) Damage. If a Townhouse is damaged through an act of God or other casualty, the affected Owner shall promptly have his Townhouse repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Townhouse building. The Association shall have the right to specially assess all members of the Association if insurance proceeds are insufficient to repair or rebuild the affected Lots in accordance with this paragraph. The Assessment and collection of any Special Assessment authorized pursuant to this paragraph shall be made in accordance with the Assessment powers and lien rights of the Association for Association Expenses.

In the event such damage or destruction of a party wall or shared roof is caused solely by the neglect or willful misconduct of a Townhouse Owner, any expense incidental to the repair or reconstruction of such wall or shared roof shall be borne solely by such wrongdoer. If the Owner refuses or fails to pay the cost of such repair or reconstruction, the Association shall have the right to complete such repair and reconstruction substantially in accordance with the original plans and

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specifications of the affected building, and the Association shall thereafter have the right to specially assess said Owner for the costs of such repair and re-construction. The Assessment and collection of such Assessment authorized pursuant to this paragraph shall be made in accordance with the Assessment powers and lien rights of the Association for Association Expenses.

(F) Modifications. No Townhouse Owner shall authorize the painting, refurbishing or modification of the exterior surfaces of his/her Townhouse or of the Townhouse building or any portion thereof without the approval of the Association.

(G) Failure to Maintain. In the event a Townhouse Owner shall fail to maintain correct Lot drainage and to maintain the premises and the improvements thereon, as provided herein, the Association, after notice to the Owner, shall have the right to enter upon any Lot to correct drainage and to repair, maintain and restore the exterior of the Townhouse and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become an Individual Assessment against such Unit; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the failure to maintain prior to entry.

(H) Drainage Easements. There hereby exists a perpetual drainage easement under all of the Townhouse Lots for the use and benefit of the Owners owning Lots within such Townhouse Unit Building. It is expressly understood that the construction of the patios of the Townhouse Lots shall occur over the underground drainage easements. These drainage easements are for the collection and evacuation of storm and surface water drainage. Unless maintenance, repairs, or replacement of underground drainage lines are required, and such service cannot be accomplished from the exterior of the Townhouse Unit building, then it shall be permissible for the Association or its designated agent to excavate such lines and to perform any necessary maintenance, repairs or replacements, providing, thereafter, that the Association or its designated agent restores any disturbed area substantially to the condition existing prior to its activity. The Owner of the Townhouse Unit patio floor surface shall have complete surface rights unless such maintenance, repairs, or replacements from the surface are necessary.

(I) Rear Yard Entry. Certain Townhouses may have rear yard/patio entry gates and walkways. The detached garages of these Lots are separated from the garages of adjacent Townhouses by a party wall on one side and a shared rear yard/patio walkway on the other side. The center line of the shared walkway is the common boundary between the Townhouse Lots, and both such Townhouse Lots shall have the right and privilege to mutually use and enjoy the shared entry area and walkway. The duty to maintain such a shared entry area and walkway shall be equally borne by the Townhouse whose common boundary lies in. the center of the shared entry area and walkway.

(J) Entry Areas and Porticos. The Townhouse buildings are separated by shared sidewalks, and, in certain models, they may be separated by shared entry areas and porticos. The center line of the shared sidewalk, and, where appropriate, the entry area or portico is the common boundary between and shared by two Lots. The cost of maintaining such a shared entry area and portico shall be borne by the Association.

**6.9 Party Fences.** Those walls or fences which are constructed between two adjoining Lots and/or Homes are to be shared by the Owners of said adjoining Lots are to be known as and are hereby declared to be "Party Fences". Party Fences shall be the joint maintenance obligation of the Owners of the lots bordering the fences. Each Owner shall have the right to full use of said fence subject to the limitation that such use shall not infringe on the rights of the Owner of the adjacent Lot or in any manner impair the value of said fence. Each Owner shall have the right and duty to maintain and to perform superficial repairs to that portion of a Party Fence which faces such Owners' Lot. The cost of said maintenance and superficial repairs shall be borne solely by said Owner. In the event of damage or destruction of the Party Fence from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Owners, the Owners of the adjacent Lots shall, at their joint expense, repair and rebuild said fence within 30 days, unless extended by the Board. In the event it is necessary to repair or rebuild a Party Fence, the Owners shall agree on the cost of such repairs or rebuilding, and shall agree on the person or entity to perform such repairs, provided however, all such repairs must be performed by a qualified contractor. If the Owners cannot agree on the cost of such repairs or on the person or entity to perform such repairs, a committee appointed by the Board shall act as the arbiter. All of the said Board members shall thereafter choose the person or entity to perform the repairs as recommended by the committee and shall assess the costs of such repairs in equal shares to the Owners. Whenever any such fence or any part thereof shall be rebuilt, it shall be erected in the same manner and be of the same size and of the same or similar materials and of like quality and color and at the same location where it was initially constructed. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If the Owner shall refuse to repair or construct the fence within 30 days, unless extended by the Board, and to pay his share, all or part of such cost in the case of negligence or willful misconduct, the Association may have such fence repaired or reconstructed and shall be entitled to a lien on the Lot of the Lot Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Lots shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent Lots to effect necessary repairs and reconstruction.

## **7. ARCHITECTURAL CONTROL TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE COMMUNITY.**

**7.1 Improvements Requiring Approval.** No building, Structure, enclosure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any structure or Lot shall occur unless and until the plans, specifications and location of same shall have been submitted to, and approved in writing by, the Architectural Control Committee (hereinafter "ACC"). All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography. The ACC shall have thirty (30) days after delivery of all required information, plans and materials to approve or deny any such plan, and if not denied within such period, said plans shall be deemed approved unless within the same period the Board of Directors denies the plan in which case regardless of any action or inaction by the ACC the plan shall be deemed approved. All approved modifications or improvements shall be completed within twelve

(12) months from the date of approval. All changes, alterations or modifications to an approved plan must also be approved pursuant according to these same requirements.

**7.2     The ACC.** The architectural review and control functions of the Association shall be administered and performed by the ACC, which shall consist of at least three (3) persons, who shall be members of the Association. All members of the ACC shall be appointed by and shall serve at the pleasure of the Board of Directors. The Board of Directors shall appoint the chair of the ACC and may appoint all or some of the Directors to the ACC. A majority of the ACC shall 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. The members of the ACC shall receive no compensation for services other than reimbursement for actual expenses approved in advance by the Board of Directors incurred by them in the performance of their duties hereunder. The ACC shall, with the prior approval of the Board of Directors, have the power to engage the services of professionals for compensation for purposes of aiding the ACC in carrying out its functions. The Board of Directors shall adopt a policy and procedure for an appeal of any decision of the ACC which may include, without limitation, timeliness and scope of review, the appointment of an individual or committee to determine whether an appeal is required or appropriate, and the appointment of the Board or an existing or new committee to consider said appeals.

**7.3     Powers and Duties.** The ACC shall have the following powers and duties:

(A)     To recommend, from time to time, to the Board of Directors of the Association the creation or modification and/or amendments to the Architectural Planning Criteria. Any Architectural Planning Criteria or 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 members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present. Notice of the adoption, modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such adoption, change or modification, shall be delivered to each member of the Association. However, receipt of notice of a Board meeting concerning the Architectural Planning Criteria or a copy of any adoption of or modification or amendment to the Architectural Planning Criteria shall not affect the validity of such change or modification.

(B)     To require submission to the ACC at least one (1) complete set 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, or Lot including without limitation, any building, fence, well, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building or landscape devise, object or other improvement, 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 on or as part of any home, 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 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 Properties, and which is visible from the outside of any home. Evidence of approval by the ACC may be made by a certificate, in recordable form, executed by the Chairman of the ACC. Any party aggrieved by a decision of the ACC or Board of Directors shall have the right to make written request to the Board of Directors of the Association within thirty (30) days of the decision, for a re-review thereof. The determination of the Board upon re-reviewing any such decision shall in all events be dispositive.

(D) To adopt a procedure for inspecting approved changes during and after construction to insure conformity with approved plans. If it is determined by the ACC that the improvement or work is not in compliance with the approved plans and specifications, then upon written demand from the ACC the work shall be suspended until such time as the ACC authorizes the work to be recommenced.

(E) To require a returnable deposit in an amount determined by the ACC from time to time. The deposit shall be used to correct any damage to the Common Areas resulting from the construction activity. If no damage is done to the Common Areas by the construction activity, the debris deposit will be returned to the Owner.

(F) Notwithstanding anything to the contrary contained herein if an Owner is delinquent in the payment of Assessments, fines or other charges or has failed to correct a violation of these covenants or the rules of the Association for which they have been given notice the approval of the ACC may be denied or withheld pending payment of the Assessments, fines or other charges or correction of the violation.

**7.4 Variances.** The Board may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

**7.5 Nonliability of ACC Members.** Neither the ACC nor any member thereof, nor its duly authorized ACC representative, shall be liable to the Association or any Owner or any other person or entity for any loss, damage, or injury arising out of or in any way connected with the performance or nonperformance of the ACC's duties hereunder, unless due to the willful misconduct or bad faith of a member, and only that member shall be liable therefore. The ACC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration, or addition solely on the basis of aesthetic considerations and the overall benefit or detriment which would result

to the immediate vicinity and to the Development. The ACC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

**8. USE RESTRICTIONS.** The following rules and standards apply to VeronaWalk and shall be enforced by the Association.

**8.1 Home.** Each Home shall be occupied by only one family at any time. Each Home and the Common Areas may be used only for residential, recreational, and those purposes provided in the PUD and this Declaration. However, “no impact” or “low impact” home based business in and from a Home are allowed. Such uses are expressly declared customarily incident to residential use. Examples of businesses which are prohibited in a Home and are considered “impact” businesses are businesses or commercial activity or ventures that create excessive customer traffic to and from the Home, create noise audible from outside the Home, or generate fumes or odors noticeable outside the Home, including but not limited to, a home day care, beauty salon/barber, and animal breeding. Signs and other advertising material visible from the street are prohibited. This provision is intended to be and shall be retroactive to and effective from the date of recording of the original Declaration.

**8.2 Occupants Bound.** All provisions of the Homeowners Documents and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners, and which provide for sanctions against Owners, shall also apply to all occupants of any Unit.

**8.3 Minors; Operation of Motor Vehicles on Common Area.** All persons under eighteen (18) years of age shall be closely supervised at all times by an adult to insure that they do not become a source of unreasonable annoyance to other residents. Any person that does not have a valid, current driver’s license is prohibited from operating any motor vehicle, including but not limited to golf carts, on the Common Area.

**8.4 Golf Carts.** All golf carts leased, owned, or otherwise used by Owners may be parked, placed, or stored only in the Home garages. The Board may require all golf carts in VeronaWalk to include certain features including, without limitation, head lights and tail lights. No golf cart shall be placed, parked, or stored on the lawn of any Lot or on any portion of the Common Areas, unless such area is specifically designated as a golf cart parking area by the Board. Golf carts shall be permitted to drive on locations authorized by the Board and no golf cart shall be driven outside the entrance area or boundaries of VeronaWalk. Owners of golf carts, by operating same within VeronaWalk shall be presumed to have released the Association of all liability arising from an Owner's use of his golf cart. Owners of golf carts shall obtain liability insurance in connection with the operation of their golf carts, and such insurance shall have such limits as shall be approved by the Association in its sole discretion. Each such insurance policy shall name the Association as an additional insured, and shall provide the Association with thirty (30) days’ notice prior to its cancellation. An Owner who uses a golf cart shall be held fully responsible for any and all damages



resulting from the misuse of a golf cart caused by the Owner, his family members, guests, licensees, invitees, employees, or agents, and the Owner shall reimburse the Association for any and all damages the Association may sustain by reason of such misuse. Such damages shall be collectible as an Individual Assessment.

**8.5 Pets.** Pets must be carried under the owner's arm or leashed at all times when outside the Owner's Lot. The ability to keep pets is a privilege, not a right, and the Board of Directors is empowered to fine an Owner and/or order and enforce the removal of any pet that, in the Board's sole and exclusive discretion, becomes a source of unreasonable annoyance or a danger to the health, safety and welfare to other residents. No non-domesticated animals such as, without limitation, reptiles, monkeys, rodents, amphibians, poultry, swine, rabbits, ferrets or livestock may be kept on the properties. All animals kept in the home must be for personal family enjoyment as pets, no commercial breeding or boarding of animals of any type is allowed. Each pet owner shall be required to clean up after his or her pet. Each Owner by acquiring a Lot 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. The Board of Directors is further permitted to adopt additional rules in its discretion concerning the keeping of pets by tenants which may differ from those rules applicable to Owners.

**8.6 Nuisances.** No Owner shall use his Home, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another Home, or which would not be consistent with the maintenance of the highest standards for a first-class residential community nor permit the premises to be used in a disorderly or unlawful way. The use of each Home shall be consistent with existing laws and the Governing Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No solicitation will be allowed at any time within the community. The Board of Directors determination as to what constitutes a nuisance or annoyance shall be dispositive and shall control without regard to any legal definition of such terms.

**8.7 Signs.** No person may post or display a sign anywhere within the Property, including signs exposed on any window and visible from outside the Home, without prior written approval of the Board. The Board shall have the right to erect signs as it deems appropriate in its sole discretion.

**8.8 Windows.** All draperies, curtains, shades, or other window coverings installed in a Home, and which are visible from the exterior of a Home shall have a white backing, unless otherwise approved by the ACC.

**8.9 Garages.** Vehicles shall be parked only in the garages or in the driveways serving the Lots or in the appropriate spaces or designated areas in which parking may be assigned, and then subject to the reasonable Rules and Regulations adopted by the Board. Vehicles shall not be parked overnight on Roads or swales. All commercial vehicles, recreational vehicles, trailers, campers, camper trailers, boats, watercraft, motorcycles, and boat trailers must be parked entirely within a garage unless otherwise approved by the Board. Garages shall not be used as a living area, for commercial and/or business purposes, or for recreational areas such as a "man cave" or similar use in the Board's discretion. No garage shall be altered in such a manner that the number of automobiles

which may be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

**8.10 Subdivision of Lots.** Lots shall not be further subdivided or separated by any Owner, and no portion less than all of any such Lot, nor any easement shall be conveyed or transferred by an Owner; provided, however, that this shall not prevent corrective deeds, deeds to resolve boundary disputes and other similar corrective instruments.

**8.11 Motor Vehicles and Vessels.** No maintenance or mechanical repairs of vehicles or boats is permitted on the properties outside of garages except in an emergency.

No motorcycle, truck, trailer, boat, van in excess of 17 feet in length, camper, motor home, bus, commercial vehicle of any type (i.e., any vehicle which has any exterior lettering or logo, or has tools or equipment), non-passenger van (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 Common Areas or any Unit driveway, or designated parking space within VeronaWalk except: (1) within a garage, (2) commercial vehicles, vans, or trucks delivering goods or furnishing services temporarily during daylight hours, and (3) upon such portions of VeronaWalk as the Board may jointly, in their discretion, allow. Vehicles over eighty (80") inches in height, or those vans or trucks which do not have windows completely circling the vehicle's exterior (similar to windows around a station wagon), and permanent installed seating for four or more passengers, shall be considered to be a prohibited vehicle, van, or truck. The Association shall have the right to authorize the towing away of any vehicles in violation of this rule with the costs and fees, including attorney's fees, if any, to be borne by the vehicle owner or violator.

As used herein the term "commercial vehicle" means trucks and other vehicles which are used for business purposes including but not limited to, any vehicle which displays a company name or logo on its exterior, is adorned with signs, flags, advertisements or any type of lettering or graphic of a commercial nature or any vehicle with racks, ladders, staging, or other equipment or attachments of a commercial nature, including supplies used for commercial purposes, on or visible in the vehicle. Additionally, and notwithstanding the foregoing, any vehicle, by whatever name designated, which is used for transporting goods, equipment or paying customers shall be considered a commercial vehicle regardless of any definition found elsewhere to the contrary. Further, any vehicle, whether commercial or non-commercial, with body parts such as the hood, door, quarter panel, bumper or bed removed shall be placed in a garage so that it is not readily visible from any adjacent street or Lot.

**8.12 Unightly Conditions and Sight Distance.** All weeds, rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from the Lots, and shall not be allowed to accumulate thereon. All refuse containers (except on scheduled trash pick- up days), all machinery and equipment, and other similar items of personal property shall be obscured from view of adjoining Streets, Lots or Common Areas. All Lots shall be kept in a clean and sanitary condition and no rubbish, refuse, or garbage shall be allowed to accumulate, or any fire hazard allowed to exist. In the event an Owner fails to maintain his Lot and Home as required, for a period of at least thirty (30) days, the Association shall have the right, exercisable in its discretion, to clear any rubbish, refuse, or unsightly debris and/or growths from any Lot deemed by the Association to be a health menace, fire

hazard or a detraction from the aesthetic appearance of Verona Walk; provided, however, that at least fifteen (15) days prior notice shall be given by the Association to the Owner of such Lot before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the usury laws of the State of Florida, shall be charged to the Owner and shall become a lien on the Lot, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in this Declaration.

**8.13 Line of Sight.** All property located at street intersections shall be landscaped so as to permit safe sight across street corners. No fence, wall, hedge, shrub, or planting shall be placed or permitted to remain where it would create a traffic or sight problem.

**8.14 Clotheslines.** No towels, garments, rugs, etc., may be hung from windows or other parts of the homes. No clotheslines or drying yards shall be allowed.

**8.15 Trash and Refuse.** Trash, garbage and other waste shall be kept only in sanitary containers which shall be kept in a clean and sanitary condition and screened from view from neighboring homes and the interior roadways except when out for pick-up. Recycle bins 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 and shall be removed from the curb no later than 6:00 p.m., the day of pick-up.

**8.16 Antennas.** No antenna of any kind shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building other than a satellite antenna less than one meter in diameter, an aerial designed to receive over-the-air television broadcast, or an antenna designed to receive multichannel, multi point distribution service which may be installed only at a location on a Lot approved by the ACC. In approving the installation and location of any antenna the ACC shall comply with all applicable laws, whether state or Federal.

**8.17 Fences.** No fences or walls shall be permitted on any portion of a Lot except for the fence maintained by the Association in the No Access Fence Easement Area.

**8.18 Exterior Lighting.** Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved by the ACC.

**8.19 Artificial Vegetation, Exterior Sculpture, Similar Items.** No artificial vegetation shall be permitted on the exterior of any portion of a Lot. Exterior sculpture, fountains, flags, and similar items must be approved by the ACC. An Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4 1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag..

**8.21 Pools.** No above-ground pools shall be erected, constructed, or installed on any Lot. Above-ground hot tubs may be installed subject to ACC approval.

**8.22 Air Conditioning Lots.** No window or wall-mounted air conditioning Units shall be permitted on any Lot. Compressors and fans for central air conditioning or heat pump systems which are located outside the exterior of a building shall be adequately screened to prevent their being viewed from any Street.

**8.23 Hurricane Season.** Each Owner who intends to be absent from his Home for at least ten (10) consecutive during the hurricane season (May 1 - November 30 of each year) shall prepare his Lot and Home pursuant to rules and requirements adopted by the Board from time to time, which may including, without limitation, requirements to deploy or remove hurricane shutters and storage of personal property.

**8.24 Drainage and Septic Systems.** Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person, other than the CDD or the South Florida Water Management District, may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Septic systems are prohibited in VeronaWalk.

**8.25 Lakes and Water Bodies.** No motorized vessels shall be permitted in any lakes, canals, and water-bodies within the Property. The Board and/or CDD, as applicable, may adopt additional rules concerning usage and vessels on the lakes, canals, and other water-bodies within the Property.

**8.26 Irrigation.** No sprinkler or irrigation systems of any type which draws water from lakes, rivers, ponds, canals or other ground or surface waters shall be installed, constructed or operated by an Owner within VeronaWalk unless prior written approvals from the CDD and ACC have been obtained.

**8.27 Rules and Regulations.** The Board may adopt additional Rules and Regulations concerning the Common Areas, Lots and Homes. Owners shall abide by all Rules and Regulations promulgated from time to time by the Board. Should the Association be required to seek enforcement of any provision of this Declaration or the Rules and Regulations and prevail in such action, then the offending Unit Owner (for himself or for his family, guests, invitees, or lessees) shall be liable to the Association for all costs incurred in the enforcement action, including reasonable attorneys' fees, whether incurred in trial or appellate proceedings or otherwise.

## **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 the Common Areas (excluding vegetation) and all Association property. The Association shall also provide adequate general liability insurance. 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 provisions:

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

(C) 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.

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

(E) Directors and Officers Liability Coverage.

**9.2 Duty to Insure**. Each Lot Owner is responsible for insuring the real and personal property within his own Lot and Home. Each Owner 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 liability including all risk, flood, liability, etc.

**9.3 Duty to Reconstruct**. If any Home or other improvements located on any Lot and Home are 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 one hundred and eighty (180) days from the date that such damage or destruction occurred, and to complete the repair or replacement within twelve (12) months thereafter. 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. The Board of Directors may, in its sole and exclusive discretion, extend the time periods for reconstructions contained herein.

**9.4 Failure to Reconstruct**. If the Owner of any Home 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 Owner of his default. If after thirty (30) days the Owner has not made satisfactory arrangements to meet his 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 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 improvement. The Association shall have the right to recover from the Owner any costs not paid by insurance, and shall have a lien on the Lot and home 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 and the owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure.

**9.6 Optional Coverage.** The Association may purchase and carry other such insurance coverage as the Board may determine to be in the best interest of the Association and Owners.

**9.7 Description of Coverage.** A detailed summary of the coverage included in the master policies, and copies of the master policies, shall be available for inspection by 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 the insurer waives its right to subrogation as to any claim against the Association, Owners, or their respective 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 Owners and their respective mortgagees in the following share:

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

(B) **Mortgagee.** If a mortgagee endorsement has been issued as to a home, 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 Lot or Lots, 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 cost shall be distributed to the beneficial owners, remittances to Owners and their mortgagees being paid jointly to them.

**9.11 Association as Agent.** The Association is hereby irrevocably appointed as agent for each Lot owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Homes, Lots or Common Areas.

**9.12 Damage to Common Areas.** Where loss or damage occurs to the Common Areas or Association property, 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 Special Assessment against all Owners for the deficiency. Such Special Assessments need not be approved by the Lot owners. The Special Assessment shall be added to the funds available for repair and restoration of the property.

**10. LEASING/LICENSING OF HOMES.** In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing and/or licensing of Homes by their Owners shall be restricted as provided in this section. All leases of Homes must be in writing. An Owner may lease only his entire Home, and then only in accordance with this Section, after receiving the Association's approval. The lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc. The following also applies to any new occupant of a Home that was not approved under the existing lease of the Home. NOTE: All of the provisions of this Section 10 also apply to the granting of a license to a person to occupy a Home.

**10.1 Procedures.**

(A) Notice by the Owner. An Owner intending to lease his Home shall give to the Board of Directors or its designee written notice of such intention at least 20 days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require including but not limited to a background check and proof of lawful residency. The Board may require a personal interview with any lessee, proposed occupant and his or her spouse, if any, as a pre-condition to approval. The applicant must sign for having received copies of the rules and regulations of the Association.

(B) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have fifteen (15) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee. The Board may delegate its authority to approve or disapprove a lease to a committee, a single officer or the community association manager.

(C) Disapproval. Unless the authority has been delegated as provided in (B) above a proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. When determining good cause to disapprove a lease the Board may consider mitigating factors including but not limited to the recency of events. Appropriate grounds for disapproval shall include, but not be limited to, the following:

1. the Owner is delinquent in the payment of Assessments, fines or other charges at the time the application is considered;
2. the Owner has a history of leasing his or her Home without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Home;
3. the real estate company or rental agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval;
4. the application on its face indicates that the person seeking approval or any of the proposed occupants intend to conduct themselves in a manner inconsistent with the covenants and restrictions applicable to the Association;
5. the prospective lessee or any of the proposed occupants are registered sex offenders or have been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance less than ten (10) years old, or a felony demonstrating dishonesty or moral turpitude;
6. the lessee or any of the proposed occupants, during previous occupancy, has evidenced an attitude of disregard for the Association rules;
7. the prospective lessee or any of the proposed occupants give false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid.
8. the owner fails to give proper notice of his intention to lease his home to the Board of Directors.

**10.2 Term of Lease and Frequency of Leasing**. No Home may be leased more often than three (3) times in any calendar year, with the minimum lease term being four (4) months. No new lease can begin until at least the expiration of the previous lease term. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed. The Owners acknowledge that short term transient accommodations and similar short term leasing in violation of this Section 10.2 are prohibited and it shall be a violation of



this Section to enter into a lease or to advertise the Unit for lease in any manner inconsistent with this Section 10.2 or any provision of the Declaration, the same to be enforced and remedied in the same manner as any violation of this Declaration.

**10.3 Occupancy During Lease Term.** When a Home has been leased, the home may be occupied by the lessee and his Family, as the term “family” is defined in Article 1, above.

**10.4 Occupancy in Absence of Lessee.** If a lessee absents himself from the Home for any period of time during the lease term, his family authorized to occupy the Home by Section 10.4 above who are already in residence may continue to occupy the Home and may have house guests subject to all the restrictions herein. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Home.

**10.5 Use of Common Area and Association Property.** To prevent overtaxing the facilities, an Owner whose Home is leased may not use the recreation or parking facilities during the lease term.

**10.6 Regulation by Association.** All of the provisions of the Governing Documents and the Rules and Regulations shall be applicable and enforceable against any person occupying a Home as a lessee or guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the Rules and Regulations of the Association and the provisions of the Governing Documents, designating the Association as the Owner’s agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

**10.7 Fees and Deposits for the Lease of Homes.** Whenever herein the Board’s approval is required to allow the lease of a Home, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. A separate fee may be charged for each person intending to occupy the Home except only one fee may be charged for a married couple and minor children. No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require a security deposit to protect against damage to the Common Area or Association property.

**10.8 Unapproved Leases.** Any lease of a Home not approved pursuant to this Section shall be void and unenforceable unless subsequently approved by the Board.

**10.9 No Discrimination.** The Association is an equal opportunity provider of housing and shall not disapprove a lease for an illegal discriminatory reason.

## **11 TRANSFER OF OWNERSHIP OF LOTS.**

In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Lots, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a Lot

shall be subject to the following provisions: NOTE: Any person who was not approved as part of the conveyance to the present Owner must be approved in advance of taking occupancy as provided herein, and for good cause may be disapproved, regardless of whether or not said person shall be obtaining an ownership interest in the Lot. If a transfer is disapproved for good cause the Association shall have no obligation to purchase the Home nor provide an alternate purchaser.

### **11.1 Forms of Ownership.**

(A) A Lot may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

(B) Co-Ownership. Co-ownership of Lots is permitted. If the co-owners are to be other than a married couple, the Board shall condition its approval upon the designation by the proposed new owners of one (1) natural person as “primary occupant”. The use of the Lot by other persons shall be as if the primary occupant were the only actual owner. Any subsequent change in the primary occupant shall be treated as a transfer to ownership by sale or gift subject to the provisions of this Section 10. No more than three (3) such changes will be approved in any twelve (12) month period. The intent of this provision is to allow flexibility in estate, financial or tax planning, and to prohibit circumstances in which the Lot may be used as short-term transient accommodations for several individuals or families or in the manner of fractional ownership or a vacation club.

(C) Ownership by Corporations, Partnerships or Trusts. A Lot may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and to prohibit circumstances in which the Lot may be used as short-term transient accommodations for several individuals or families or in the manner of fractional ownership or vacation club. The approval of a trust, or corporation, partnership or other entity as a Lot Owner shall be conditioned upon designation by the owner of not more than one (1) natural person to be the “primary occupant”. The use of the Lot by other persons shall be as if the primary occupant were the only actual owner. Any subsequent change in the primary occupants shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 11. No more than three (3) such changes will be approved in any twelve (12) month period.

(D) Designation of Primary Occupant. If any Owner fails to designate a primary occupant when required to do so, the Board of Directors may make the initial designation for the Owner, and shall notify the Owner in writing of its action.

(E) Life Estate. A Lot may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under this Section. In that event, the life tenant shall be the only Association member from such Lot, and occupancy of the Lot shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all Assessments against the Lot. Any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest

shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights under Section 11.1(B), above.

## **11.2 Transfers.**

(A) Sale or Gift. No Owner may transfer a Lot or any ownership interest in a Lot by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.

(B) Devise or Inheritance. If any Owner acquires his title by devise or inheritance, his right to occupy or use the Lot shall be subject to the approval of the Board of Directors under Section 11.3(A)(2) below. The approval shall not be denied to any devise or heir who was the prior Owner's lawful spouse at the time of death, or was related to the Owner by blood or adoption within the first degree.

(C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Lot before being approved by the Board of Directors under the procedures outlined in Section 11.3 below.

(D) To facilitate transfers proposed during times when many of its members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, to the President, Vice President, Treasurer, or community association manager any of whom may be deemed a Vice President for purposes of executing a Certificate of Approval.

## **11.3 Procedures.**

### (A) Notice to Association.

1. Sale or Gift. An owner intending to make a sale or gift of his Lot or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, and such other information as the Board may reasonably require. The Board may require a personal interview with any purchaser or donee and his or her spouse, if any, as a pre-condition to approval.

2. Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell or lease the Lot following the procedures in this Section.

3. Demand. With the notice required in Subsection (A)(1) above, the owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser who shall purchase the Lot at the same price and upon substantially the same terms as in the disapproved sales contract,

or if no contract is involved, for the fair market value of the Lot determined as provided below.

4. Failure to Give Notice. If no notice is given, the Board of Directors, at its election may approve or disapprove at the time it learns of the transfer. If any owner fails to obtain the Association's approval prior to selling an interest in a Lot, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

(B) Board Action. Within 20 days after receipt of the required notice and all information or interview requested, or not later than 60 days after the notice required by paragraph (A) above is received, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

(C) Disapproval.

1. With Good Cause. Approval of the Association shall be withheld for good cause only if a majority of the whole Board so votes. When determining good cause to disapprove a sale the Board may consider mitigating factors including but not limited to the recency of events. Only the following may be deemed to constitute good cause for disapproval:

(a) The person seeking approval or any of the proposed occupants have been convicted of a felony involving violence to persons or property, a felony less than ten (10) years old involving possession or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

(b) The person seeking approval or any of the proposed occupants have a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts. The Board is authorized to adopt a minimum credit score requirement in its discretion to provide an objective measure of this section;

(c) The application on its face gives the Board reasonable cause to believe that the applicant or any of the proposed occupants intend to conduct themselves in a manner inconsistent with the covenants and restrictions applicable to the Association;

(d) The person seeking approval or any of the proposed occupants have failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process.

(e) The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.

**11.4 Exception.** The provisions of Sections 11.2 and 11.3 are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure, but the Association's approval shall be required for the subsequent resale or lease of a Lot by such mortgagee of the Lot so acquired.

**11.5 Unapproved Transfers.** Any sale or transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board.

**11.6 Fees and Deposits Related to the Sale of Lots.** Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a Lot, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. A separate fee may be charged for each person who is obtaining an interest in the Lot except if such persons are a married couple.

**11.7 No Discrimination.** The Association is an equal opportunity provider of housing and shall not disapprove a sale for an illegal discriminatory reason.

## **12. SURFACE WATER MANAGEMENT SYSTEM; PRESERVATION AREAS; CONSERVATION AREAS; AND ENVIRONMENTALLY SIGNIFICANT COMMON AREAS.**

Within the Committed Lands, or within lands which may be submitted to this Declaration by Subsequent Amendment, are the Surface Water Management System and Conservation Areas and may include other environmentally significant Common Areas, including without limitation, wetlands, wetland buffers, regulated uplands, and other environmentally significant resources. "Conservation" is defined to mean the wise use of native habitats other than those required to be preserved. "Conservation Areas" may include native habitats that are set aside to fulfill open space requirements, without specific management guidelines.

The Association shall be responsible for the operation, maintenance and regulatory compliance of the Surface Water Management System and all drainage, Conservation Areas, and other environmentally significant resources located within the Common Areas in accordance with the rules, regulation, and permitting requirements set forth by the County, and other permitting agencies, including the South Florida Water Management District and U.S. Army Corps of Engineers. All such areas shall be defined, identified, and described as such on all plats of VeronaWalk, or may be granted by separate easements recorded in the public records of the County. Management of all such areas shall be consistent with the Winding Cypress DO and all applicable permits. Use restrictions regarding the conservation areas are specifically identified in the DO. No Owner shall (i) undertake or perform any activity in preserved wetlands, upland buffers to wetlands, archeological sites, and wetland compensation areas with the Conservation Areas described in all approved permits and plats of VeronaWalk, or (ii) remove native non-nuisance vegetation that becomes established within the wet detention ponds, without prior written consent of the Board of Directors of the Association, the County, and the applicable permitting agencies, Prohibited

activities within such areas include removal of native vegetation (by dredging, application of herbicide or cutting); excavation; placement or dumping of soil, trash, land clearing or landscaping debris; and construction or maintenance of any building, residence, or structure. No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s), and drainage easement(s) described in the approved permit and recorded plat of VeronaWalk, unless prior approval is received from the South Florida Water Management District. Inquiries regarding provisions of this Article should be addressed to the South Florida Water Management District.

It shall be the responsibility of all Owners to comply with the construction plans for the surface water management system approved by the applicable permitting agencies. The Association accepts responsibility for the perpetual maintenance of the Conservation Areas and other environmentally significant resources, and will take action against all Owners as may be necessary to enforce the conditions of the Conservation Easement(s) or any applicable permit. The prohibition against removal of native vegetation shall not be construed to prevent the removal of exotic vegetation in accordance with a governmentally approved maintenance plan.

In the event the Association shall fail to adequately maintain the Surface Water Management System in accordance with Collier County standards, Collier County shall have the right, but not the obligation, to enter the VeronaWalk Community and perform all necessary operations, maintenance and repair functions. All expenses incurred by Collier County for any such operation, maintenance and/or repair shall be assessed against the Association. And if the Association shall fail to pay such assessment within sixty (60) days after receipt of a statement therefore, the assessment shall become a lien against the Association's property, which lien may be foreclosed by Collier County. The rights of Collier County contained in this restriction shall be in addition to any other rights Collier County may have in regulating the operation and development of the Community.

### **13. DURATION; TERMINATION.**

**13.1 Consent to Termination.** The consent of sixty-seven percent (67%) of all Voting Interests, as well as the approval of the holders of first Mortgages on Lots to which at least 67% of the votes of the Lots subject to a Mortgage appertain, shall be required to terminate the Declaration.

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

(A) That all Lots shall continue to be used solely as single family residences.

(B) All Common Areas shall be owned and held in equal shares by the Owners as tenants in common, and each Owner shall remain obligated to pay his pro rata share of expenses to continually maintain the Common Areas.

**13.3 Limitation on Termination.** The Owners and their grantees, successors, and assigns by acquiring title to a Lot covenant and agree that no termination of this Declaration shall

be made for a period of twenty-five (25) years from the date of recordation of this Declaration. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the subject property and inure to the benefit of the Association, the Owners, Institutional Mortgagees and their respective legal representatives, heirs, successors, and assigns for said period. After this period, the Declaration shall be automatically renewed and extended for successive periods of ten (10) years each, unless at least one (1) year prior to the termination of such twenty-five (25) year term or any such ten (10) year extension there is recorded amongst the Public Records of Collier County, an instrument evidencing the consent to termination of the Voting Interests and the holders of first Mortgages as described in paragraph 13.1 above, upon which event this Declaration shall be terminated upon the expiration of twenty-five (25) years or the ten (10) year extension thereof during which the termination instrument is recorded.

**13.4 Water Management System.** If the Association is terminated, the property consisting of the surface water management system operated and maintained as part of the Common Areas shall be conveyed to an appropriate agency of local government, and if not accepted thereby, then it must be conveyed to a similar non-profit corporation

#### **14. AMENDMENT OF DECLARATION.**

**14.1 Amendments by Members.** Except as otherwise provided herein or by law, this Declaration may be amended by the affirmative vote of at least two-thirds (2/3) of the Voting Interests present and voting in person or by proxy at a meeting at which a quorum is present, provided, however, that at least a majority of the total Voting Interests must participate in said vote. As provided in the Bylaws, there shall be one (1) vote appurtenant to each Lot. 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 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.

Any amendment which would affect the surface water management system, including environmental conservation areas and the water management portions of the Common Areas, must have the prior approval of the South Florida Water Management District, who shall determine the necessity, if any, for modifications to the surface water management permit prior to recordation. If a permit modification is necessary, the permit modification must be approved by the South Florida Water Management District prior to recordation of the amendment.

#### **15. ENFORCEMENT; GENERAL PROVISIONS.**

**15.1 Enforcement.** Enforcement of these covenant, conditions and restrictions may be by a proceeding at law or in equity and may be instituted by the Association, its successors or assigns, or by any Owner, against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against any Lot to enforce any lien created by these covenants. Failure of the Association or any Owner to

enforce any covenants, 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.

**15.2 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 Home 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 any 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 Owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests and by the guests, licensees and invitees of his tenants, at any time.

**15.3 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) the Owner;
- (C) anyone who occupies or is a tenant or guest of a Lot; or
- (D) any officer or Director of the Association who willfully and knowingly fails to comply with these provisions.

**15.4 Attorney Fees.** In any legal proceeding arising out of an alleged failure of a guest, tenant, 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.

**15.5 No Election of Remedies.** All rights, remedies and privileges granted to the Association or Owners under the law and the Governing Documents shall be cumulative, and the exercise of any one 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.

**15.6 Notices.** Any notice required to be sent to any member or Owner under the provisions of this 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 Home. Notice to one of two or more co-owners of a Lot 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.



**15.7 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. Nothing contained in this Declaration is intended to affect vested rights. If any provision contained herein is deemed by a competent court of law to have such affect, then such provision will be deemed null and void but have no affect on the remaining provisions herein.

**15.8 Interpretation; Disputes.** The Board of Directors is responsible for interpreting the provisions of this Declaration, its exhibits and rules promulgated by the Board. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel retained by the Board that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation. In the event there is any dispute as to whether the use of the Property complies with the covenants and restrictions contained in this Declaration, its exhibits or the rules promulgated by the Board the matter shall be referred to the Board and the determination of the Board with respect to such dispute shall be dispositive on the issue and binding on all parties.

**15.9 Non-Profit Status.** Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity inconsistent with its non-profit status under applicable state or federal law.

**15.10 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.

**15.11 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.

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

**16.1 IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE**

**ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;**

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

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

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

**16.5 EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS AND SURROUNDING PROPERTY MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, ALLIGATORS AND SNAKES. THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.**

**16.6 AS USED HEREIN "ASSOCIATION" SHALL INCLUDE WITH ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.**

**RESOLUTION NO. 2018-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERONA WALK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2018/2019; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors (“Board”) of the Verona Walk Community Development District (“District”) is required by Chapter 190.008, *Florida Statutes*, to approve a Proposed Budget for each fiscal year; and,

**WHEREAS**, the Proposed Budget including the Assessments for Fiscal Year 2018/2019 has been prepared and considered by the Board.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VERONA WALK COMMUNITY DEVELOPMENT DISTRICT THAT:**

**Section 1.** The Proposed Budget including the Assessments for Fiscal Year 2018/2019 attached hereto as Exhibit “A” is approved and adopted.

**Section 2.** A Public Hearing is hereby scheduled for July 19, 2018 at 10:00 a.m. in the Town Center at Verona Walk, 8090 Sorrento Lane, Naples, Florida 34114, for the purpose of receiving public comments on the Proposed Fiscal Year 2018/2019 Budget.

**PASSED, ADOPTED and EFFECTIVE** this 17<sup>th</sup> day of May, 2018.

**ATTEST:**

**VERONA WALK  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairman/Vice Chairman

Verona Walk  
Community Development District

**Proposed Budget For  
Fiscal Year 2018/2019  
October 1, 2018 - September 30, 2019**

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**PROPOSED BUDGET**  
**VERONA WALK COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2018/2019**  
**OCTOBER 1, 2018 - SEPTEMBER 30, 2019**

	<b>FISCAL YEAR 2018/2019 BUDGET</b>
<b>REVENUES</b>	
O & M ASSESSMENTS	311,297
DEBT ASSESSMENTS - SERIES 2013	518,105
DEBT ASSESSMENTS - SERIES 2018	582,926
OTHER REVENUES	0
INTEREST INCOME	420
<b>TOTAL REVENUES</b>	<b>\$ 1,412,748</b>
<b>EXPENDITURES</b>	
<b>MAINTENANCE EXPENDITURES</b>	
FIELD INSPECTOR	38,000
VEHICLE - INSURANCE	1,000
VEHICLE - EQUIPMENT (SMALL TOOLS)	1,545
VEHICLE - GAS & MAINTENANCE	4,160
LAKE SPRAYING (CLARK)	65,000
LAKE WATER QUALITY TESTING (BENCHMARK)	6,000
LAKE LITTORAL & LAKE BANK PLANTINGS	20,000
OUTFALL PIPE & STRUCTURE INSPECTION & CLEANING	5,000
STORM PIPE & EROSION REPAIRS	50,000
DREDGING	3,640
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 194,345</b>
<b>ADMINISTRATIVE EXPENDITURES</b>	
SUPERVISOR FEES	4,000
PAYROLL TAXES (EMPLOYER)	320
ENGINEERING	17,500
MANAGEMENT	44,424
SECRETARIAL	4,200
LEGAL	17,500
ASSESSMENT ROLL	10,000
AUDIT FEES	3,500
ARBITRAGE REBATE FEE - SERIES 2013	650
ARBITRAGE REBATE FEE - SERIES 2018	650
INSURANCE	6,518
LEGAL ADVERTISING	2,000
MISCELLANEOUS/CONTINGENCY	2,500
POSTAGE	800
OFFICE SUPPLIES	1,200
DUES & SUBSCRIPTIONS	175
WEBSITE MANAGEMENT	1,500
TRUSTEE FEES - SERIES 2013	4,730
TRUSTEE FEES - SERIES 2018	4,100
CONTINUING DISCLOSURE FEE - SERIES 2013	1,000
CONTINUING DISCLOSURE FEE - SERIES 2018	1,000
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 128,267</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 322,612</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 1,090,136</b>
BOND PAYMENTS (SERIES 2013)	(479,247)
BOND PAYMENTS (SERIES 2018)	(539,207)
<b>BALANCE</b>	<b>\$ 71,682</b>
COUNTY APPRAISER & TAX COLLECTOR ADMINISTRATIVE COSTS	(48,725)
DISCOUNTS FOR EARLY PAYMENTS	(57,199)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ (34,242)</b>
CARRYOVER FROM PRIOR YEAR	34,242
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>

Note: Projected Available Funds Balance As Of 9-30-18 is \$350,000

**DETAILED PROPOSED BUDGET**  
**VERONA WALK COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2018/2019**  
**OCTOBER 1, 2018 - SEPTEMBER 30, 2019**

	FISCAL YEAR 2016/2017 ACTUAL	FISCAL YEAR 2017/2018 BUDGET	FISCAL YEAR 2018/2019 BUDGET	COMMENTS
<b>REVENUES</b>				
O & M ASSESSMENTS	311,958	311,297	311,297	Expenditures Less Interest & Carryover/.925
DEBT ASSESSMENTS - SERIES 2013	520,265	520,265	518,105	Bond Payments/.925
DEBT ASSESSMENTS - SERIES 2018	688,808	688,808	582,926	Bond Payments/.925
OTHER REVENUES	505	0	0	
INTEREST INCOME	543	420	420	Interest Projected At \$35 Per Month
<b>TOTAL REVENUES</b>	<b>\$ 1,522,079</b>	<b>\$ 1,520,790</b>	<b>\$ 1,412,748</b>	
<b>EXPENDITURES</b>				
<b>MAINTENANCE EXPENDITURES</b>				
FIELD INSPECTOR	34,613	38,000	38,000	No Change From 2017/2018 Budget
VEHICLE - INSURANCE	0	1,000	1,000	No Change From 2017/2018 Budget
VEHICLE - EQUIPMENT (SMALL TOOLS)	0	1,545	1,545	No Change From 2017/2018 Budget
VEHICLE - GAS & MAINTENANCE	451	4,160	4,160	\$80 Per Week
LAKE SPRAYING (CLARK)	56,700	65,000	65,000	Lake Spraying (Clark)
LAKE WATER QUALITY TESTING (BENCHMARK)	4,600	6,000	6,000	Lake Water Quality Testing (Benchmark)
LAKE LITTORAL & LAKE BANK PLANTINGS	2,000	20,000	20,000	Lake Littoral & Lake Bank Plantings
OUTFALL PIPE & STRUCTURE INSPECTION & CLEANING	0	5,000	5,000	Outfall Pipe & Structure Inspection & Cleaning
STORM PIPE & EROSION REPAIRS	0	50,000	50,000	Storm Pipe & Erosion Repairs
DREDGING	0	3,640	3,640	Maintenance Mowing & Dredging
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 98,364</b>	<b>\$ 194,345</b>	<b>\$ 194,345</b>	
<b>ADMINISTRATIVE EXPENDITURES</b>				
SUPERVISOR FEES	1,200	4,000	4,000	Supervisor Fees
PAYROLL TAXES (EMPLOYER)	92	320	320	8% Of Supervisor Fees
ENGINEERING	10,102	20,000	17,500	\$2,500 Decrease From 2017/2018 Budget
MANAGEMENT	42,624	43,512	44,424	CPI Adjustment
SECRETARIAL	4,200	4,200	4,200	No Change From 2017/2018 Budget
LEGAL	20,850	17,500	17,500	2016/2017 Expenditures Through Feb 2018 Were \$6,353
ASSESSMENT ROLL	10,000	10,000	10,000	As Per Contract
AUDIT FEES	3,400	3,400	3,500	Accepted Amount For 2017/2018 Audit
ARBITRAGE REBATE FEE - SERIES 2013	650	650	650	No Change From 2017/2018 Budget
ARBITRAGE REBATE FEE - SERIES 2018	650	650	650	No Change From 2017/2018 Budget
INSURANCE	5,925	6,518	6,518	Insurance Company Estimate
LEGAL ADVERTISING	2,171	2,000	2,000	No Change From 2017/2018 Budget
MISCELLANEOUS/CONTINGENCY	1,537	2,500	2,500	No Change From 2017/2018 Budget
POSTAGE	463	800	800	No Change From 2017/2018 Budget
OFFICE SUPPLIES	1,144	1,200	1,200	No Change From 2017/2018 Budget
DUES & SUBSCRIPTIONS	175	175	175	No Change From 2017/2018 Budget
WEBSITE MANAGEMENT	1,500	1,500	1,500	No Change From 2017/2018 Budget
TRUSTEE FEES - SERIES 2013	4,300	4,300	4,730	Trustee (US Bank) Increasing Fees In 2018/2019
TRUSTEE FEES - SERIES 2018	3,715	3,800	4,100	Trustee (US Bank) Increasing Fees In 2018/2019
CONTINUING DISCLOSURE FEE - SERIES 2013	1,000	1,000	1,000	No Change From 2017/2018 Budget
CONTINUING DISCLOSURE FEE - SERIES 2018	1,000	1,000	1,000	No Change From 2017/2018 Budget
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 116,698</b>	<b>\$ 129,025</b>	<b>\$ 128,267</b>	
<b>TOTAL EXPENDITURES</b>	<b>\$ 215,062</b>	<b>\$ 323,370</b>	<b>\$ 322,612</b>	
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 1,307,017</b>	<b>\$ 1,197,420</b>	<b>\$ 1,090,136</b>	
BOND PAYMENTS (SERIES 2013)	(486,245)	(481,245)	(479,247)	2019 P & I Payments
BOND PAYMENTS (SERIES 2018)	(643,647)	(637,147)	(539,207)	2019 P & I Payments
<b>BALANCE</b>	<b>\$ 177,125</b>	<b>\$ 79,028</b>	<b>\$ 71,682</b>	
COUNTY APPRAISER & TAX COLLECTOR ADMINISTRATIVE COSTS	(42,478)	(52,453)	(48,725)	Three And One Half Percent Of Total Assessment Roll
DISCOUNTS FOR EARLY PAYMENTS	(56,429)	(61,575)	(57,199)	Four Percent Of Total Assessment Roll
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ 78,218</b>	<b>\$ (35,000)</b>	<b>\$ (34,242)</b>	
CARRYOVER FROM PRIOR YEAR	0	35,000	34,242	Carryover From Prior Year
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ 78,218</b>	<b>\$ -</b>	<b>\$ -</b>	

Note: Projected Available Funds Balance As Of 9-30-18 is \$350,000

**DETAILED PROPOSED DEBT SERVICE (SERIES 2013) FUND BUDGET**  
**VERONA WALK COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2018/2019**  
**OCTOBER 1, 2018 - SEPTEMBER 30, 2019**

	FISCAL YEAR 2016/2017	FISCAL YEAR 2017/2018	FISCAL YEAR 2018/2019	
<b>REVENUES</b>	<b>ACTUAL</b>	<b>BUDGET</b>	<b>BUDGET</b>	<b>COMMENTS</b>
Interest Income	1,246	50	100	Projected Interest For 2018/2019
NAV Collection	486,245	481,245	479,247	Maximum Debt Service Collection
Prepaid Bond Collection	0	0	0	Prepaid Bond Collection
<b>Total Revenues</b>	<b>\$ 487,491</b>	<b>\$ 481,295</b>	<b>\$ 479,347</b>	
<b>EXPENDITURES</b>				
Principal Payments (2013A-1)	215,000	220,000	220,000	Principal Payment Due In 2019
Principal Payments (2013A-2)	15,000	15,000	25,000	Principal Payment Due In 2019
Interest Payments (2013A-1)	228,706	222,866	214,156	Interest Payments Due In 2019
Interest Payments (2013A-2)	18,425	17,713	16,063	Interest Payments Due In 2019
Bond Redemption	15,000	5,716	4,128	Estimated Excess Debt Collections
<b>Total Expenditures</b>	<b>\$ 492,131</b>	<b>\$ 481,295</b>	<b>\$ 479,347</b>	
<b>Excess/ (Shortfall)</b>	<b>\$ (4,640)</b>	<b>\$ -</b>	<b>\$ -</b>	

**Series 2013A-1 Bond Refunding Information**

Original Par Amount =	\$6,455,000	Annual Principal Payments Due =	May 1st
Interest Rate =	1.1% - 4.375%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	June 2013		
Maturity Date =	May 2035		

Par Amount As Of 4/1/18 = \$5,560,000

**Series 2013A-2 Bond Refunding Information**

Original Par Amount =	\$650,000	Annual Principal Payments Due =	May 1st
Interest Rate =	4.5% - 5.0%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	June 2013		
Maturity Date =	May 2035		

Par Amount As Of 4/1/18 = \$370,000



**DETAILED PROPOSED DEBT SERVICE (SERIES 2018) FUND BUDGET**  
**VERONA WALK COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2018/2019**  
**OCTOBER 1, 2018 - SEPTEMBER 30, 2019**

	FISCAL YEAR 2016/2017 ACTUAL	FISCAL YEAR 2017/2018 BUDGET	FISCAL YEAR 2018/2019 BUDGET	COMMENTS
<b>REVENUES</b>				
Interest Income	1,805	50	100	Projected Interest For 2018/2019
NAV Collection	643,647	637,147	539,207	Maximum Debt Service Collection
Prepaid Bond Collection	0	0	0	Prepaid Bond Collection
<b>Total Revenues</b>	<b>\$ 645,452</b>	<b>\$ 637,197</b>	<b>\$ 539,307</b>	
<b>EXPENDITURES</b>				
Principal Payments	210,000	225,000	297,000	Principal Payment Due In 2019
Interest Payments	428,656	411,322	241,101	Interest Payments Due In 2019
Bond Redemption	0	875	1,206	Estimated Excess Debt Collections
<b>Total Expenditures</b>	<b>\$ 638,656</b>	<b>\$ 637,197</b>	<b>\$ 539,307</b>	
<b>Excess/ (Shortfall)</b>	<b>\$ 6,796</b>	<b>\$ -</b>	<b>\$ -</b>	

**Series 2018 Bond Refunding Information**

Original Par Amount =	\$7,677,000	Annual Principal Payments Due =	May 1st
Interest Rate =	3.25% - 5.375%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	March 2018		
Maturity Date =	May 2037		

Par Amount As Of 4/1/18 = \$7,677,000

## Verona Walk Community Development District Assessment Comparison

Lot Size		Fiscal Year 2014/2015 Assessment*	Fiscal Year 2015/2016 Assessment*	Fiscal Year 2016/2017 Assessment*	Fiscal Year 2017/2018 Assessment*	Fiscal Year 2018/2019 Projected Assessment*
<b>Phase One</b>						
Townhome 26' Cayman	O & M	\$ 162.13	\$ 162.13	\$ 162.13	\$ 162.13	\$ 162.13
	Debt	\$ 540.00	\$ 540.00	\$ 540.00	\$ 540.00	\$ 540.00
	Total	\$ 702.13	\$ 702.13	\$ 702.13	\$ 702.13	\$ 702.13
Duplex 36' Capri/Carrington	O & M	\$ 162.13	\$ 162.13	\$ 162.13	\$ 162.13	\$ 162.13
	Debt	\$ 540.00	\$ 540.00	\$ 540.00	\$ 540.00	\$ 540.00
	Total	\$ 702.13	\$ 702.13	\$ 702.13	\$ 702.13	\$ 702.13
Single Family 50' Oakmont	O & M	\$ 162.13	\$ 162.13	\$ 162.13	\$ 162.13	\$ 162.13
	Debt	\$ 635.00	\$ 635.00	\$ 635.00	\$ 635.00	\$ 635.00
	Total	\$ 797.13	\$ 797.13	\$ 797.13	\$ 797.13	\$ 797.13
Single Family 60' Carlyle	O & M	\$ 162.13	\$ 162.13	\$ 162.13	\$ 162.13	\$ 162.13
	Debt	\$ 730.00	\$ 730.00	\$ 730.00	\$ 730.00	\$ 730.00
	Total	\$ 892.13	\$ 892.13	\$ 892.13	\$ 892.13	\$ 892.13
<b>Phase Two</b>						
Duplex 36'/SF 40' Capri/Carrington	O & M	\$ 162.13	\$ 162.13	\$ 162.13	\$ 162.13	\$ 162.13
	Debt	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 511.00
	Total	\$ 762.13	\$ 762.13	\$ 762.13	\$ 762.13	\$ 673.13
Single Family 40' Garden	O & M	\$ 162.13	\$ 162.13	\$ 162.13	\$ 162.13	\$ 162.13
	Debt	\$ 678.00	\$ 678.00	\$ 678.00	\$ 678.00	\$ 577.00
	Total	\$ 840.13	\$ 840.13	\$ 840.13	\$ 840.13	\$ 739.13
Single Family 50' Oakmont	O & M	\$ 162.13	\$ 162.13	\$ 162.13	\$ 162.13	\$ 162.13
	Debt	\$ 706.00	\$ 706.00	\$ 706.00	\$ 706.00	\$ 601.00
	Total	\$ 868.13	\$ 868.13	\$ 868.13	\$ 868.13	\$ 763.13
Single Family 60' Carlyle	O & M	\$ 162.13	\$ 162.13	\$ 162.13	\$ 162.13	\$ 162.13
	Debt	\$ 812.00	\$ 812.00	\$ 812.00	\$ 812.00	\$ 691.00
	Total	\$ 974.13	\$ 974.13	\$ 974.13	\$ 974.13	\$ 853.13
Single Family 65' Estate	O & M	\$ 162.13	\$ 162.13	\$ 162.13	\$ 162.13	\$ 162.13
	Debt	\$ 892.00	\$ 892.00	\$ 892.00	\$ 892.00	\$ 759.00
	Total	\$ 1,054.13	\$ 1,054.13	\$ 1,054.13	\$ 1,054.13	\$ 921.13

\* Assessments Include the Following :

- 4% Discount for Early Payments
- 2% County Property Appraiser Costs
- 1.5% County Tax Collector Costs

Community Information:

<b>Phase I</b>						
No. of Units	Type	Front Footage	Name	Maximum Annual Debt Assessment	Bond Prepayments	Lot Differential Prepayment*
246	Townhome	26'	Cayman	\$ 540	6	68
350	Duplex	36'	Capri/Carrington	\$ 540	11	0
242	Single Family	50'	Oakmont	\$ 635	6	-35
97	Single Family	60'	Carlyle	\$ 730	0	1
935					23	34

<b>Phase II</b>						
No. of Units	Type	Front Footage	Name	Maximum Annual Debt Assessment	Bond Prepayments	Lot Disclosure Differential Prepayment**
443	Duplex/SF	36'/40'	Capri/Carrington	\$ 600	2	-4
58	Duplex	40'	Garden	\$ 678	5	4
325	SF	50'	Oakmont	\$ 706	6	0
161	SF	60'/65'	Carlyle	\$ 812	0	0
32	SF	65'	Estate	\$ 892	0	0
1019					13	0

\* Developer made Bond Prepayment in August 2014 for 34 lot differential (68 Phase 1 Caymans replaced with 34 Oakmonts)

\* Developer made Bond Prepayment in November 2014 for 1 lot differential (1 Phase 1 Carlyle replaced with 1 Oakmont)

\*\* Developer built Carrington Homes on Garden Lots (Karina Street) - Debt Assessments for those lots is \$678.00.

\*\* Developer made Bond Prepayment in November 2014 for 4 lot disclosure differential (4 40' disclosed at 36'/40' rate)

Total Lots Assessed For O&M = 1920

Verona Walk  
Community Development District

**Financial Report For  
April 2018**

**VERONA WALK COMMUNITY DEVELOPMENT DISTRICT  
MONTHLY FINANCIAL REPORT  
APRIL 2018**

	Annual Budget 10/1/17 - 9/30/18	Actual Apr-18	Year To Date Actual 10/1/17 - 4/30/18
<b>REVENUES</b>			
O & M ASSESSMENTS	311,297	7,799	305,805
DEBT ASSESSMENTS - SERIES 2006-SERIES 2018	688,808	17,264	676,755
DEBT ASSESSMENTS - SERIES 2013	520,265	13,038	511,113
OTHER REVENUES	0	0	
INTEREST INCOME	420	0	336
<b>TOTAL REVENUES</b>	<b>\$ 1,520,790</b>	<b>\$ 38,101</b>	<b>\$ 1,494,009</b>
<b>EXPENDITURES</b>			
<b>MAINTENANCE EXPENDITURES</b>			
FIELD INSPECTOR	38,000	0	13,708
VEHICLE - INSURANCE	1,000	0	0
VEHICLE - EQUIPMENT (SMALL TOOLS)	1,545	0	0
VEHICLE - GAS & MAINTENANCE	4,160	0	249
LAKE SPRAYING (CLARK)	65,000	4,725	33,075
LAKE WATER QUALITY TESTING (BENCHMARK)	6,000	300	1,296
LAKE LITTORAL & LAKE BANK PLANTINGS	20,000	0	4,100
OUTFALL PIPE & STRUCTURE INSPECTION & CLEANING	5,000	0	0
STORM PIPE & EROSION REPAIRS	50,000	0	0
DREDGING	3,640	0	0
MISCELLANEOUS MAINTENANCE	0	0	2,700
<b>TOTAL MAINTENANCE EXPENDITURES</b>	<b>\$ 194,345</b>	<b>\$ 5,025</b>	<b>\$ 55,128</b>
<b>ADMINISTRATIVE EXPENDITURES</b>			
SUPERVISOR FEES	4,000	400	1,000
PAYROLL TAXES (EMPLOYER)	320	31	77
ENGINEERING	20,000	0	4,050
MANAGEMENT	43,512	3,626	25,382
SECRETARIAL	4,200	350	2,450
LEGAL	17,500	0	6,353
ASSESSMENT ROLL	10,000	0	0
AUDIT FEES	3,400	0	0
ARBITRAGE REBATE FEE - SERIES 2006	650	0	0
ARBITRAGE REBATE FEE - SERIES 2013	650	0	0
INSURANCE	6,518	0	5,925
LEGAL ADVERTISING	2,000	0	1,050
MISCELLANEOUS/CONTINGENCY	2,500	202	1,185
POSTAGE	800	72	1,620
OFFICE SUPPLIES	1,200	429	2,394
DUES & SUBSCRIPTIONS	175	0	175
WEBSITE MANAGEMENT	1,500	125	875
TRUSTEE FEES - SERIES 2006	3,800	0	0
TRUSTEE FEES - SERIES 2013	4,300	0	0
CONTINUING DISCLOSURE FEE - SERIES 2006	1,000	0	0
CONTINUING DISCLOSURE FEE - SERIES 2013	1,000	0	0
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$ 129,025</b>	<b>\$ 5,235</b>	<b>\$ 52,536</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 323,370</b>	<b>\$ 10,260</b>	<b>\$ 107,664</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 1,197,420</b>	<b>\$ 27,841</b>	<b>\$ 1,386,345</b>
BOND PAYMENTS (SERIES 2006-SERIES 2018)	(637,147)	(16,883)	(638,040)
BOND PAYMENTS (SERIES 2013)	(481,245)	(12,751)	(481,874)
<b>BALANCE</b>	<b>\$ 79,028</b>	<b>\$ (1,793)</b>	<b>\$ 266,431</b>
ADMINISTRATIVE COSTS	(52,453)	(760)	(28,738)
DISCOUNTS FOR EARLY PAYMENTS	(61,575)	(80)	(56,707)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ (35,000)</b>	<b>\$ (2,633)</b>	<b>\$ 180,987</b>
CARRYOVER FROM PRIOR YEAR	35,000	0	0
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ (2,633)</b>	<b>\$ 180,987</b>
<b>Bank Balance As Of 3/31/18</b>	<b>\$ 600,394.11</b>		
<b>Funds Received: 4/1/18 - 4/30/18</b>	<b>\$ 43,306.82</b>		
<b>Disbursements: 4/1/18 - 4/30/18</b>	<b>\$ 26,264.78</b>		
<b>Bank Balance As Of 4/30/18</b>	<b>\$ 617,436.15</b>		
<b>Accounts Payable As Of 4/30/18</b>	<b>\$ 49,645.04</b>		
<b>Accounts Receivable As Of 4/30/18</b>	<b>\$ -</b>		
<b>Available Funds As Of 4/30/18</b>	<b>\$ 567,791.11</b>		

**Verona Walk Community Development District**  
**Budget vs. Actual**  
October 2017 through April 2018

	<u>Oct '17 - Apr 18</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Income</b>				
363.100 · O & M Assessment Income	305,804.58	311,297.00	-5,492.42	98.24%
363.811 · Debt Assessments (Series 2006)	676,754.55	688,808.00	-12,053.45	98.25%
363.812 · Debt Assessments (Series 2013)	511,113.20	520,265.00	-9,151.80	98.24%
363.821 · Debt Assessmnt-Pd To Trustee-06	-611,534.70	-637,147.00	25,612.30	95.98%
363.822 · Debt Assessmnt-Pd To Trustee-13	-481,874.15	-481,245.00	-629.15	100.13%
363.823 · Debt Assessmnt-Pd To Trustee-18	-26,504.95	0.00	-26,504.95	100.0%
363.830 · Assessment Fees	-28,738.08	-52,453.00	23,714.92	54.79%
363.831 · Discounts For Early Payments	-56,706.55	-61,575.00	4,868.45	92.09%
369.399 · Carryover From Prior Year	0.00	35,000.00	-35,000.00	0.0%
369.401 · Interest Income	336.31	420.00	-83.69	80.07%
<b>Total Income</b>	<u>288,650.21</u>	<u>323,370.00</u>	<u>-34,719.79</u>	<u>89.26%</u>
<b>Expense</b>				
511.122 · Payroll Tax Expense	76.50	320.00	-243.50	23.91%
511.131 · Supervisor Fees	1,000.00	4,000.00	-3,000.00	25.0%
511.306 · Dredging	0.00	3,640.00	-3,640.00	0.0%
511.308 · Maintenance	2,700.00	0.00	2,700.00	100.0%
511.310 · Engineering	4,049.96	20,000.00	-15,950.04	20.25%
511.311 · Management Fees	25,382.00	43,512.00	-18,130.00	58.33%
511.312 · Secretarial Fees	2,450.00	4,200.00	-1,750.00	58.33%
511.315 · Legal Fees	6,352.50	17,500.00	-11,147.50	36.3%
511.318 · Assessment/Tax Roll	0.00	10,000.00	-10,000.00	0.0%
511.320 · Audit Fees	0.00	3,400.00	-3,400.00	0.0%
511.450 · Insurance	5,925.00	6,518.00	-593.00	90.9%
511.480 · Legal Advertisements	1,050.46	2,000.00	-949.54	52.52%
511.512 · Miscellaneous	1,185.41	2,500.00	-1,314.59	47.42%
511.513 · Postage and Delivery	1,619.99	800.00	819.99	202.5%
511.514 · Office Supplies	2,393.99	1,200.00	1,193.99	199.5%
511.540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
511.750 · Website Management	875.00	1,500.00	-625.00	58.33%
512.330 · Arbitrage Rebate Fee-Series 06	0.00	650.00	-650.00	0.0%
512.733 · Trustee Fees - Series 2006	0.00	3,800.00	-3,800.00	0.0%
512.736 · Continuing Disclosure Fee 2013	0.00	1,000.00	-1,000.00	0.0%
512.738 · Continuing Disclosure Fee 2006	0.00	1,000.00	-1,000.00	0.0%
513.330 · Arbitrage Rebate Fee-Series 13	0.00	650.00	-650.00	0.0%
513.733 · Trustee Fees - Series 2013	0.00	4,300.00	-4,300.00	0.0%
514.101 · Field Inspector	13,708.35	38,000.00	-24,291.65	36.08%
514.103 · Vehicle Insurance	0.00	1,000.00	-1,000.00	0.0%
514.104 · Vehicle Equipment (small tools)	0.00	1,545.00	-1,545.00	0.0%
514.105 · Vehicle Gas and Maintenance	248.51	4,160.00	-3,911.49	5.97%
514.106 · Lake Spraying (Clark)	33,075.00	65,000.00	-31,925.00	50.89%
514.107 · Lake H2O Quality Tests-Benchmrk	1,296.00	6,000.00	-4,704.00	21.6%
514.108 · Lake Littoral & Lake Bank Plant	4,100.00	20,000.00	-15,900.00	20.5%
514.109 · Outfall Pipe & Structure Insp &	0.00	5,000.00	-5,000.00	0.0%
514.110 · Storm Pipe & Erosion Repairs	0.00	50,000.00	-50,000.00	0.0%
<b>Total Expense</b>	<u>107,663.67</u>	<u>323,370.00</u>	<u>-215,706.33</u>	<u>33.29%</u>
<b>Net Income</b>	<u><b>180,986.54</b></u>	<u><b>0.00</b></u>	<u><b>180,986.54</b></u>	<u><b>100.0%</b></u>

**Verona Walk Community Development District**  
**Balance Sheet**  
As of April 30, 2018

	Operating Fund	Capital Projects (06) Fund	Debt Service (06) Fund	Debt Service (13) Fund	Debt Service (18) Fund	General Fixed Assets Fund	Long Term Debt Fund	TOTAL
<b>ASSETS</b>								
<b>Current Assets</b>								
Operating Bank Account	617,436.15	0.00	0.00	0.00	0.00	0.00	0.00	617,436.15
<b>Total Current Assets</b>	<b>617,436.15</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>617,436.15</b>
<b>Fixed Assets</b>								
Storm Water Management	0.00	0.00	0.00	0.00	0.00	15,481,040.00	0.00	15,481,040.00
Accumulated Depreciation - Stormwater Mgt	0.00	0.00	0.00	0.00	0.00	-4,953,936.00	0.00	-4,953,936.00
<b>Total Fixed Assets</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,527,104.00</b>	<b>0.00</b>	<b>10,527,104.00</b>
<b>Other Assets</b>								
A/R Assessment Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A/R Non Ad Valorem Receipts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Investments - Construction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Investments - Interest Account	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Investments - Reserve Account	0.00	0.00	0.00	243,087.52	50,003.29	0.00	0.00	293,090.81
Investments - Revenue Account	0.00	0.00	0.00	471,536.03	296,573.57	0.00	0.00	768,109.60
Investments - Prepayment Account	0.00	0.00	0.00	18,137.88	0.00	0.00	0.00	18,137.88
Investments - Deferred Cost	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Investments - Cost Of Issuance	0.00	0.00	0.00	0.00	5,968.81	0.00	0.00	5,968.81
Escrow - To Pay-Off 2006 Debt In April 2018	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Investments - Excess Revenue	0.00	0.00	0.00	18,018.88	0.00	0.00	0.00	18,018.88
Amount Available In DSF (2006)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Amount Available In DSF (2013)	0.00	0.00	0.00	0.00	0.00	0.00	750,780.31	750,780.31
5155000 - Amount To Be Provided	0.00	0.00	0.00	0.00	0.00	0.00	12,856,219.69	12,856,219.69
<b>Total Other Assets</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>750,780.31</b>	<b>352,545.67</b>	<b>0.00</b>	<b>13,607,000.00</b>	<b>14,710,325.98</b>
<b>TOTAL ASSETS</b>	<b>617,436.15</b>	<b>0.00</b>	<b>0.00</b>	<b>750,780.31</b>	<b>352,545.67</b>	<b>10,527,104.00</b>	<b>13,607,000.00</b>	<b>25,854,866.13</b>
<b>LIABILITIES &amp; EQUITY</b>								
<b>Liabilities</b>								
<b>Current Liabilities</b>								
Accrued Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Accounts Payable	49,645.04	0.00	0.00	0.00	0.00	0.00	0.00	49,645.04
<b>Total Current Liabilities</b>	<b>49,645.04</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>49,645.04</b>
<b>Long Term Liabilities</b>								
Special Assessment Debt (2006)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Special Assessment Debt (2013A-1)	0.00	0.00	0.00	0.00	0.00	0.00	5,560,000.00	5,560,000.00
Special Assessment Debt (2013A-2)	0.00	0.00	0.00	0.00	0.00	0.00	370,000.00	370,000.00
Special Assessment Debt (2018)	0.00	0.00	0.00	0.00	0.00	0.00	7,677,000.00	7,677,000.00
<b>Total Long Term Liabilities</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13,607,000.00</b>	<b>13,607,000.00</b>
<b>Total Liabilities</b>	<b>49,645.04</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13,607,000.00</b>	<b>13,656,645.04</b>
<b>Equity</b>								
Retained Earnings	386,804.57	3,999.28	584,653.83	381,644.54	0.00	-4,953,936.00	0.00	-3,596,833.78
Current Year Depreciation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net Income	180,986.54	-3,999.28	-584,653.83	369,135.77	352,545.67	0.00	0.00	314,014.87
Investment In Gen Fixed Assests	0.00	0.00	0.00	0.00	0.00	15,481,040.00	0.00	15,481,040.00
<b>Total Equity</b>	<b>567,791.11</b>	<b>0.00</b>	<b>0.00</b>	<b>750,780.31</b>	<b>352,545.67</b>	<b>10,527,104.00</b>	<b>0.00</b>	<b>12,198,221.09</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>617,436.15</b>	<b>0.00</b>	<b>0.00</b>	<b>750,780.31</b>	<b>352,545.67</b>	<b>10,527,104.00</b>	<b>13,607,000.00</b>	<b>25,854,866.13</b>