

**Prepared By and To Be Returned To:**

Clayton Bricklemyer  
Bricklemyer Law Group, P.L.  
1304 S. DeSoto Ave., Suite 304  
Tampa, FL 33606

**THIRD AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR VERONA AT RENAISSANCE**

This Third Amendment to Declaration of Covenants and Restrictions for Verona at Renaissance is made this 15<sup>th</sup> day of November, 2017 by Minto Communities, LLC (the "Declarant").

**WHEREAS**, Declarant recorded the Declaration of Covenants and Restrictions for Verona at Renaissance (the "Declaration") on August 21, 2014, in Official Records Book 22753, Page 1800 of the public records of Hillsborough County, Florida; and

**WHEREAS**, Declarant recorded the First Amendment to the Declaration (the "First Amendment") on November 12, 2014, in Official Records Book 22915, Page 486 of the public records of Hillsborough County, Florida; and

**WHEREAS**, Declarant recorded the Second Amendment to the Declaration (the "Second Amendment") on April 26, 2017, in Official Records Book 24895, Page 771 of the public records of Hillsborough County, Florida; and

**WHEREAS**, pursuant to Article XIV, Section 5 of the Declaration, the Declarant has the right to amend the Declaration until ninety percent (90%) of the Lots have been sold; and

**WHEREAS**, ninety percent (90%) of the Lots have not been sold.

**NOW, THEREFORE**, the Declarant hereby amends the Declaration as follows:

1. Recitals. The foregoing recitals are true and correct.
2. Article VII, Section 1.c.(i) of the Declaration is hereby deleted and replaced with the following:

(i) By the Association. The Association shall be responsible for maintaining, repairing and replacing all landscaping, sprinkling systems, lawn and grass areas, and fences, up to the boundary of each Lot, and the cost of the maintenance thereof shall constitute Common Expenses.

3. Article VII, Section 1.c.(iii) is hereby added to the Declaration as follows:

If an Attached Unit is damaged through an act of God or other casualty, the affected Owner shall promptly have his or her Unit repaired and rebuilt substantially in accordance with the architectural plans and specifications of the Building. In the event such damage or destruction is not properly repaired in a reasonable amount of time, the

Master Association shall have the right to complete such repair and reconstruction substantially in accordance with the originals plans and specification of the affected Building, and the Master Association shall thereafter have the right to specifically assess said Owner for the costs of such repair and re-construction.

4. Article XIX is hereby added to the Declaration as follows:

## **ARTICLE XIX ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS**

**Section 1. Architectural Control Standards.** The Board of Directors shall adopt from time to time specific architectural control standards or criteria for the Neighborhood, which standards shall be applied by the Architectural Committee and the Board of Directors in their respective capacities as provided hereinafter.

**Section 2. Role of the Board and the Architectural Committee.** The purpose of the Board and the Architectural Committee is to insure the maintenance of the Property as a residential area of highest quality and standards and to insure that all improvements on each Lot shall present an attractive and pleasing appearance from all sides of view. All references to the Architectural Committee shall also reference the Board.

**Section 3. Composition of the Architectural Committee.** The Board shall appoint the chairman and members of the Architectural Committee. The Board may remove Architectural Committee member(s) if determined beneficial. Where a vacancy or vacancies on the Architectural Committee occurs, a successor or successors shall be appointed by the Board.

**Section 4. Powers of the Architectural Committee.** The Architectural Committee shall represent, act as directed by, and report to the Board, and shall only have such powers as delegated to it by the Board. The Board shall retain final authority in case of differing opinion. The Architectural Committee shall evaluate, control and approve construction, remodeling, repainting, or additions to the buildings, Dwellings, structures and other improvements on each Lot in the manner and to the extent set forth herein. No Dwelling, building, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main Dwelling, shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any addition to or exterior change (including repainting) or alteration thereto be made, nor shall any change in the landscaping, elevation or surface contour of a Lot be made, unless and until building plans and specifications covering same ("Plans and Specifications"), showing such information as may be required by the Architectural Committee and/or the Board of Directors, have been submitted to and approved in writing by the Board of Directors. Acceptance or rejection of Plans and Specifications shall be made by majority vote.

**Section 5. Plans and Specifications.** The Architectural Committee requires that all Plans and Specifications be accompanied by site plans which show the siting of the Dwellings on each side of the Dwelling under consideration. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, complete sets (the requisite number of which shall be determined by the Board) of Plans and Specifications must be submitted to the Architectural Committee. In addition, if requested by the Architectural Committee, there shall be submitted to the Architectural Committee for consideration such samples of building materials

proposed to be used as the Architectural Committee shall specify and require. All Plans and Specifications shall be prepared by an architect and/or professional engineer registered in the State of Florida. The architect and/or professional engineer submitting the Plans and Specifications must state in writing that he has visited the site and is familiar with all existing site conditions. These requirements pertaining to Plans and Specifications may be waived, in whole or in part, by the Architectural Committee and the Board of Directors upon application of the Homeowner showing good cause for waiving such requirement(s). All requests for improvements must be submitted on the most recently promulgated Association forms. Forms must be signed by all adjacent neighbors.

**Section 6. Recommendations of the Architectural Committee.** Once the Architectural Committee has received and reviewed the Plans and Specifications submitted by an Owner, the Architectural Committee may either (a) make a recommendation to the Board of Directors to either approve or disapprove the proposal of the Owner or (b) request additional information as the Architectural Committee deems necessary in its discretion to be able to render such recommendation to the Board of Directors. At such time as the recommendation to approve or disapprove is made, the Architectural Committee shall have no further action to take with regard to the Owner's proposal, except as may be requested by the Board of Directors in the course of its rendering a final decision regarding the proposal.

**Section 7. Approval of Plans and Specifications.** Upon written approval of the Board of Directors, construction may be commenced and shall be prosecuted to completion promptly and in strict conformity with such Plans and Specifications. The Board of Directors shall be entitled to stop any construction in violation of these restrictions (including by means of injunctive or other relief), and any such exterior addition to or change or alterations made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the Owner's expense. All costs and expenses of the Association (including attorney's fees) related to the enforcement of these covenants shall be paid by the Owner in violation thereof. All structures must be built to comply substantially with the Plans and Specifications as approved by the Board of Directors.

**Section 8. Rejection of Plans and Specifications.** The Architectural Committee shall have the right to refuse to approve any Plans and Specifications which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the developer of the Property. In the event the Architectural Committee rejects such Plans and Specifications as submitted, the Architectural Committee shall so inform the Owner in writing, stating with reasonable detail the reason(s) for disapproval. In rejecting such Plans and Specifications, the Architectural Committee may take into consideration the suitability and desirability of proposed construction and the materials of which the same are proposed to be built, the Lot upon which such construction is proposed to be erected, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring Lots.

**Section 9. Appeal by Aggrieved Owner.** If the Architectural Committee rejects such Plans and Specifications, the aggrieved Owner and/or any other interested Owner may appeal such adverse decision to the Board. If after the Board's review the appealing Owner is in disagreement with the Board's decision, such Owner may appeal such adverse decision by submitting in writing to the Board a request for a special meeting of all Owners (excluding the Developer) to consider the propriety of the Board of Directors' decision within ten (10)

days after receipt of such written request. The Board thereafter shall call a special meeting, and the costs pertaining to such special meeting shall be borne by the appealing Owner. At such special meeting, the proposal made by the Owner and the decision of the Architectural Committee and the Board, together with the stated reasons for the rejection of the proposal, shall be made available to all Owners. A vote of a majority of the total voting interests present in person or by proxy of a duly-called and noticed meeting of the Association Members at which a quorum is present (excluding the Developer) shall be necessary to overturn an adverse decision of the Architectural Committee and the Board against the Owner. Developer shall not vote.

**Section 10. Compliance with Governmental Regulations.** In addition to the foregoing requirements, any alteration, addition, improvement or change must be in compliance with the requirements of all controlling governmental authorities, and the Owner shall be required to obtain an appropriate building permit from the applicable governmental authorities when required by controlling governmental requirements. Any consent or approval by the Board of Directors to any alteration, addition, improvement or change may be conditioned upon the Owner requesting such approval, obtaining a building permit for same, or providing the Association with written evidence from the controlling governmental authority that such permit will not be required, and in that, the Owner requesting architectural approval shall not proceed with any alteration, addition, improvement or change until such building permit or evidence that a building permit is not required is submitted to the Association.

**Section 11. Enforcement of Restrictions; Developer Exemption.** Developer shall have the responsibility of enforcing the restrictions set forth in this Article IV prior to the formation of the Architectural Committee, which, upon appointment as discussed in Section 3 of this Article IV, shall assume and be responsible for enforcement. Notwithstanding anything to the contrary, however, Developer shall be solely responsible for the promulgation of rules and regulations pertaining to the placement and installation of satellite dishes or devices until such time as Developer has conveyed all Lots in the Neighborhood to third parties. References in this Article XIX to the Architectural Committee shall mean Developer until the Architectural Committee is appointed. The architectural, maintenance and use restrictions contained in this Article XIX shall apply to each and every Lot now or hereafter subjected to this Declaration; provided, however, that Developer shall be exempt from the provisions of this Article XIX and shall not be obligated to obtain Board approval for any construction or change(s) in construction which Developer may elect to make at any time.

**Section 12. Liability of the Architectural Committee and the Board of Directors.** Notwithstanding anything in the Article XIX to the contrary, The Architectural Committee and the Board shall merely have the right, but not the duty, to exercise architectural control in a particular matter, and shall not be liable to any Owner, the Association or any other entity due to the exercise or non-exercise of such control, or the approval or disapproval of any improvements. Furthermore, the approval of any Plans or Specifications or any improvement shall not be deemed to be a determination or warranty that such Plans or Specifications or improvements:

- (a) are complete or do not contain defects; or
- (b) in fact meet any standards, guidelines and/or criteria of the Architectural Committee or the Board; or
- (c) are in fact architecturally or aesthetically appropriate; or

- (d) comply with any applicable governmental requirements.

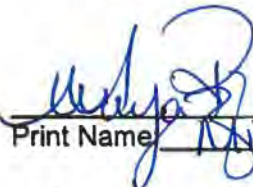
Furthermore, the Architectural Committee and the Board shall not be liable for any defect or deficiency in such Plans or Specifications or improvements or any injury resulting therefrom, including but not limited to injuries to persons, the subject Lot or adjacent Lots.

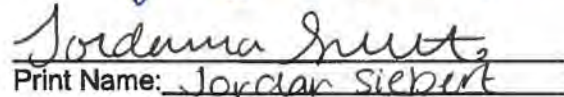
5. Exhibit "C" to the Declaration is hereby deleted in its entirety and replaced with the attached Exhibit "C": the Amended and Restated Bylaws.

6. Except as specifically stated herein, the Declaration remains unchanged and in full force and effect.


**IN WITNESS WHEREOF**, the undersigned, being the Declarant herein, has hereunto set its hand and seal as of the date first appearing above.

WITNESSES:

  
Print Name: Myreya Rodriguez

  
Print Name: Jordan Siebert

**MINTO COMMUNITIES, LLC**, a Florida limited liability company

  
By: \_\_\_\_\_  
Name: BRIAN CALE  
Title: VICE PRESIDENT

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of November 2017, by Brian Cale, as Vice President of MINTO COMMUNITIES, LLC, a Florida limited liability company. He/She  is personally known to me or  has produced \_\_\_\_\_ as identification.

My Commission Expires: April 7<sup>th</sup> 2020  
TERRIE L. GREY  
MY COMMISSION # FF 949077  
(APPROPRIATE NOTARY SEAL)  
EXPIRES: April 7, 2020  
Bonded Thru Budget Notary Services  
FF 949077  
(Commission Number, if any)

  
(Signature)  
Name: Terrie L. Grey  
(Legibly Printed)  
Notary Public, State of Florida

## MORTGAGEE'S JOINDER AND CONSENT

The undersigned **WELLS FARGO BANK, N.A., as Administrative Agent** (the "**Mortgagee**"), the holder of a Mortgage and Security Agreement from MINTO COMMUNITIES, LLC., a Florida limited liability company, successor in interest to MINTO COMMUNITIES, INC., a Florida corporation to WELLS FARGO BANK, N.A., successor-by-merger to WACHOVIA BANK, National Association, as Administrative Agent, recorded in Official Records Book 20295, Page 439, as modified by a Corrective Amendment to Mortgage and Security Agreement, recorded in Official Records Book 20493, Page 4, and a First Amendment to Amended and Restated Mortgage and Security Agreement, recorded in Official Records Book 20879, Page 1309; an Absolute Assignment of Leases and Rents, recorded in Official Records Book 20295, Page 472; an Assignment of Agreements Affecting Real Estate, recorded in Official Records Book 20295, Page 493; each of the foregoing instruments as modified by a Mortgage Modification and Future Advance Agreement recorded in Official Records Book 22523, Page 266, a Mortgage Modification Agreement recorded in Official Records Book 23006, Page 1466, and a Mortgage Spreader Agreement recorded in Official Records Book 23276, Page 1528; and a Collateral Assignment of Declarant Rights recorded in Official Records Book 23276, Page 1536; each of the foregoing instruments as further modified by a Mortgage Modification Agreement recorded in Official Records Book 23391, Page 1388, and a Mortgage Modification Agreement recorded in Official Records Book 24629, Page 1196; and a UCC-1 Financing Statement recorded in O.R. Book 20295, Page 513, as modified by a UCC-3 Amendment, recorded in Official Records Book 23276, Page 1543, all of the Public Records of Hillsborough County, Florida (each as further amended from time to time, collectively, the "**Security Instruments**"), relating to the real property described therein, which real property is also described in and encumbered by a Declaration of Covenants and Restrictions for Verona at Renaissance, recorded in Official Records Book 22753, page 1800 of the Public Records of Hillsborough County, Florida (the "**Declaration**"), does hereby consent to the Declaration and acknowledge that the terms thereof are and shall be binding upon the undersigned and its successors and assigns.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of Sun City Center, and does not assume and shall not be responsible for any of the obligations or liabilities of the Declarant contained in the Declaration or other documents used in connection with the promotion of Sun City Center. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligations on Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Mortgagee as set forth in the Security Instruments or in the Declaration.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the undersigned has executed this Consent, this 16<sup>th</sup> day of November, 2017.

Signed, sealed and delivered in the presence of:

**WELLS FARGO BANK, N.A.,  
successor-by-merger to Wachovia Bank,  
National Association, as Administrative  
Agent**

Linda Best  
Print Name: Linda Best

Corri A. Jones  
Print Name: Corri A. Jones

By: Beverly J. Matter  
Name: Beverly J. Matter, Vice President  
Title: 401 E Jackson Street, Suite 1450  
Address: Tampa, Florida 33602

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this 16<sup>th</sup> day of November, 2017, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Beverly J. Matter, as Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent, who is personally known to me.

[NOTARIAL SEAL]

Notary: Corri A. Jones  
Print Name: \_\_\_\_\_  
Notary Public  
State of Florida  
My Commission expires: \_\_\_\_\_



**Exhibit "C"**  
**AMENDED AND RESTATED BY-LAWS**  
**OF**  
**VERONA AT RENAISSANCE HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I**  
**NAME AND LOCATION**

The name of the corporation is VERONA AT RENAISSANCE HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 4042 Park Oaks Boulevard, Suite 450, Tampa, Florida 33610 or such other place as is designated by the Board of Directors, but meetings of the members of this Association and directors may be held at such places within Hillsborough County, Florida, as may be designated by the Board of Directors.

**ARTICLE II**  
**DEFINITIONS**

The definitions of capitalized terms set forth in the Declaration of Covenants and Restrictions for Verona at Renaissance (the "Declaration") are hereby incorporated by reference.

**ARTICLE III**  
**MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the members of this Association (the "Members") shall be held within the first ninety (90) days of the calendar year subsequent to the year of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held within the same calendar quarter of each succeeding year at the discretion of the Board of Directors. Member meetings will not be held on any day that is a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Notice shall also be posted in a conspicuous place 48 hours in advance of the meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.



Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of limited or general proxies entitled to cast, twenty percent (20%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Unless otherwise provided in these By-Laws, the Articles of Incorporation or Declaration, decision shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by limited proxy. All proxies shall be in writing and filed with the secretary prior to its use. Every proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Member who executes it. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or these By-Laws or for any matter that requires or permits a vote of the Members.

#### **ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

Section 1. Number and Qualification. During the Class "B" Control Period, as defined in the Declaration, the affairs of this Association shall be managed by a board of three (3) directors appointed by Minto Communities, LLC ("Minto") who shall serve at the pleasure of Minto (or any party to which Minto assigns such rights). Such directors need not be Association members. Thereafter, the Board of Directors shall consist of either five (5) members or seven (7) members as determined by the Members at each annual meeting. Such elected directors must be members of the Association. If there are five (5) Directors, at least two (2) must be Attached Unit Owners. If there are seven (7) Directors, at least three (3) must be Attached Unit Owners. During the Class "B" Control Period, any person eighteen (18) years of age or older may be appointed to the Board of Directors.

Section 2. Term of Office. After termination of the Class "B" Control Period, the term of office for all directors shall be one year. The initial directors of the Association set forth in the Articles of Incorporation shall hold office as determined by Minto (or any such party to which Minto has assigned such rights) until the termination of the Class "B" Control Period. Thereafter, election of directors shall take place at each annual meeting.

Section 3. Removal and Vacancies. Except for members of the Board of Directors appointed by the Class B Member, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

## **ARTICLE V NOMINATION AND ELECTION OF DIRECTORS**

Section 1. During Class "B" Control Period. During the Class "B" Control Period, Minto (or any such party to which Minto has assigned such rights) shall appoint the members of the Board of Directors, who shall serve at the pleasure of Minto (or any such party to which Minto has assigned such rights). After the end of the Class "B" Control Period, Members shall be entitled to elect a majority of the members of the Board of Directors in accordance with this Article.

Section 2. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. After the end of the Class "B" Control Period, such nominations may be made from among Members.

Section 3. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4. Use of Proxy. For election of members of the Board of Directors, Members shall vote in person at a meeting of the Members or by a ballot that the Member personally casts.

## **ARTICLE VI MEETINGS OF DIRECTORS**

Section 1. Meetings. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Property, Limited Common Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and rights to use of the Common Property of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deemed necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Association, by and through the Board of Directors, to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote, at least ten (10) days prior to the meeting or special meeting; all such records to be retained for at least seven (7) years;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) establish the annual Association Budget and fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each annual budget to every Owner within ten (10) days after written request for same;

(3) foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner personally obligated to pay the same; and

(d) issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. Reasonable charges may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Property to be maintained and perform all other maintenance functions as required by the Declaration; and

(h) establish prior to the beginning of the fiscal year and prior to setting the assessments of the coming year, an annual budget for the Association, including maintenance of Common Property, and to establish reserve accounts for replacement of those parts of the Common Property which have a limited useful life span.

- (i) initiate or defend litigation on behalf of the Association

Section 3. Meetings. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board of Directors are open to all Members, except for meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all Board of Directors meetings must be posted in a conspicuous place on the Property at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place on the Property, notice of each Board of Directors meeting must be mailed or delivered to each Member at least 7 days before the meeting, except in an emergency. An assessment may not be levied at a Board of Directors meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Directors may not vote by proxy or by secret ballot at Board of Directors meetings, except that secret ballots may be used in the election of officers.

## ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

**President**

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes.

**Vice-President**

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

**Secretary**

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing Members of the Association together with their addresses, and shall perform such other duties as required by the Board of Directors.

**Treasurer**

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare or have prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

**ARTICLE VIII  
COMMITTEES**

The Association shall appoint such committees as required by the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE IX  
BOOKS AND RECORDS**

Section 1. The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 2. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and shall be available for inspection by Members, or their authorized representatives, and Board members at reasonable times. The Association shall retain these minutes for at least 7 years.

Section 3. The Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

(a) A copy of the plans, specifications, permits, and warranties for the improvements to the Common Property, but not including the construction drawings of the individual Units and Lots.

(b) A copy of the By-Laws of this Association and of each amendment to the By-Laws.

(c) A copy of the Articles of Incorporation of the Association, or other documents creating the Association, and of each amendment thereto.

(d) A copy of the Declaration and each amendment thereto.

(e) A copy of the current rules of the Association.

(f) The minutes of all meetings of the Association, of the Board of Directors and of Members, which minutes shall be retained for at least seven (7) years.

(g) A current roster of all Members and their mailing addresses, parcel identifications, and, if known, telephone numbers.

(h) All current insurance policies of the Association or a copy thereof, which policies must be retained for at least seven (7) years.

(i) A current copy of all contracts to which the Association is a party, including any management agreement, lease, or other contract to which the Association is a party or under which the Association has an obligation or responsibility. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

(j) Accounting records for the Association and separate accounting records for each parcel, according to generally accepted accounting principles. All accounting records shall be maintained for at least seven (7) years. The accounting records shall be open to inspection by Members or their authorized representatives at reasonable times. The failure of the Association to permit inspection of its accounting records by a Member or their authorized representatives entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denied access to the books and records for inspection. The accounting records shall include, but are not limited to:

1. Accurate, itemized, and detailed records of all receipts and expenditures.

2. A current account and a periodic statement of the account for each Member of the Association, designating the name of the Member, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

3. All tax returns, financial statements, and financial reports of the Association.
4. Any other records that identify, measure, record, or communicate financial information.

#### **ARTICLE X ASSESSMENTS**

Each Member is obligated to pay to the Association all assessments as provided for in the Declaration, which assessments are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest at the rate of eighteen percent per annum (18%), and shall be subject to a late fee of Twenty-Five Dollars (\$25.00). The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment, provided however, in no event shall this interest rate exceed the maximum allowed by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

#### **ARTICLE XI CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: Verona at Renaissance Homeowners' Association, Inc., and within the center the word "Florida" and the year of incorporation.

#### **ARTICLE XII AMENDMENTS**

Section 1. During the Declarant Control Period, Declarant may unilaterally amend the By-Laws for any purpose, except as otherwise provided by law. After the Declarant Control Period ends, these By-Laws may be amended, at a regular or special meeting of the Members at which a quorum of Members is present, by a majority of the votes present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in the case of any conflict between the Declaration and the By-Laws, the Declaration shall control.

#### **ARTICLE XIII MISCELLANEOUS**

The fiscal year of the Association shall be a calendar year, provided the fiscal year may be changed as determined by the Board of Directors.

**ARTICLE XIV  
FNMA/FHA/VA APPROVAL**

As long as there is a Class B membership, the following actions will require the prior approval of the Federal National Mortgage Association (FNMA), Federal Housing Administration (FHA) or Veterans Administration (VA) if required by FNMA, FHA or VA rules and regulations:

- (a) Amendment of these Bylaws; or
- (b) Merger, consolidation and/or dissolution of the Association.
- (c) Annexation of additional properties.
- (d) Mortgaging of Common Area.

**ARTICLE XV  
RIGHT OF MEMBERS TO PEACEFULLY ASSEMBLE**

All Common Areas serving the Association shall be available to Members and their invited guests for the use intended for such areas. The entity or entities responsible for the operation of the Common Areas may adopt reasonable rules and regulations pertaining to the use of such Common Areas. No entity or entities shall unreasonably restrict any Member's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common areas.

**ARTICLE XVI  
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

To the fullest extent permitted by law, the Association shall indemnify any person who is or was a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or other type of proceeding (other than an action by or in the right of the Association), whether civil, criminal, administrative, investigative or otherwise, and whether formal or informal, by reason of the fact that such person is or was a director or officer of the Association or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against judgments, amounts paid in settlement, penalties, fines (including an excise tax assessed with respect to any employee benefit plan) and expenses (including attorneys' fees, paralegals' fees and court costs) actually and reasonably incurred in connection with any such action, suit or other proceeding, including any appeal thereof, if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, if such person had no reasonable cause to believe such person's conduct was unlawful. The termination of any such action, suit or other proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful. The foregoing indemnification obligations shall be controlled and interpreted by applicable Florida statutes with respect to the indemnification of directors and officers of a not-for-profit corporation.

Adopted pursuant to Organizational Minutes of the Association as of \_\_\_\_\_, 20\_\_.