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Prepared by:

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Fort Lauderdale, FL 33301

AMENDMENT TO AMENDED AND RESTATED BY-LAWS FOR VERONA AT
RENAISSANCE HOMEOWNERS' ASSOCIATION, INC.

Declarant: Minto Communities, LLC, a Florida limited liability company

Association: Verona at Renaissance Homeowners' Association, Inc., a Florida not-for-profit
corporation

**This document is being re-recorded to include the Lender's Consent in that certain
Amendment to Amended and Restated By-Laws for Verona at Renaissance Homeowners'
Association, Inc. recorded on July 31, 2018 in Official Records Book 25955, Page 209, of the
Public Records of Hillsborough County, Florida.

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THIS INSTRUMENT PREPARED BY:

JEFFREY R. MARGOLIS, ESQ.
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350 E. LAS OLAS BLVD., SUITE 1000
FORT LAUDERDALE, FLORIDA 33301

**AMENDMENT TO AMENDED AND RESTATED BY-LAWS FOR VERONA AT
RENAISSANCE HOMEOWNERS' ASSOCIATION, INC.**

THIS AMENDMENT TO AMENDED AND RESTATED BY-LAWS FOR VERONA AT RENAISSANCE HOMEOWNERS ASSOCIATION, INC. (this "**Amendment**") is made by Minto Communities, LLC, a Florida limited liability company ("**Minto**" or "**Declarant**") and joined in by Verona at Renaissance Homeowners' Association, Inc., a Florida not-for-profit corporation ("**Association**").

RECITALS

A. That certain Declaration of Covenants and Restrictions for Verona at Renaissance was recorded in Official Records Book 22753, Page 1800 of the Public Records of Hillsborough County, Florida (the "**Declaration**") respecting the community known as Verona at Renaissance (the "**Community**").

B. The By-Laws of the Association are attached as Exhibit C to the Declaration, and were amended by the Third Amendment to Declaration of Covenants and Restrictions for Verona at Renaissance recorded in Official Records Book 25370, Page 64 of the Public Records of Hillsborough County, Florida (the "**Third Amendment**"), which Third Amendment includes Amended and Restated By-Laws for the Association ("**Amended and Restated By-Laws**").

C. Article XII of the Amended and Restated By-Laws provides that Minto, as Declarant, may unilaterally amend the Amended and Restated By-Laws for any purpose, except as otherwise provided by law, during the Declarant Control Period (also known as the Class "B" Control Period).

D. The Declarant Control Period/Class "B" Control Period has not yet expired.

E. The Members of the Association have requested that prior to the expiration of the Declarant Control Period/Class "B" Control Period, Minto, as Declarant, amend the Amended and Restated By-Laws as set forth in this Amendment, and Minto has agreed to amend the Amended and Restated By-Laws as set forth in this Amendment.

NOW THEREFORE, Minto hereby amends the Amended and Restated By-Laws as follows.

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1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Amendment.

2. Conflicts. In the event that there is a conflict between this Amendment and the Amended and Restated By-Laws, this Amendment shall control. Whenever possible, this Amendment and the Amended and Restated By-Laws shall be construed as a single document. Except as modified by this Amendment, the Amended and Restated By-Laws shall remain in full force and effect.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Amended and Restated By-Laws.

4. Board of Directors. Article IV of the Amended and Restated By-Laws are amended as follows (language that has a line through it has been deleted and language that is double underlined is new):

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 mMembers. Thereafter, the Board of Directors shall consist of ~~either five (5) directors members or seven (7) members as determined by the Members at each annual meeting.~~ Such elected directors must be ~~mMembers~~ of the Association, all five (5) of whom shall be elected upon the turnover of the Association from the Declarant to the Members (the "Turnover Meeting"). ~~If there are five (5) Directors, a~~At least two (2) directors 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 each office for all director's service 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 open directors positions shall take place at ~~each annual meetings of Members as set forth in these By-Laws.~~ After termination of the Class "B" Control Period, except as otherwise set forth below, the term of each director's service shall be for three (3) years and subsequently until his or her successor is duly elected and qualified, or until he or she is removed in the manner provided elsewhere in these By-Laws. In the event that there are no nominations for an open director position, then, in lieu of an election, the Board of Directors by majority vote shall appoint an eligible person to fill the open director position.

The first elected directors who are elected at the Turnover Meeting shall serve until the 2019 annual meeting of the Members. Thereafter, the directors shall serve staggered three (3) year terms except as set forth in this paragraph. In order to implement staggered three (3) year terms, at the 2019 annual meeting of the Members, there shall be five (5) open director positions to be elected by the Members. The two (2) candidates receiving the highest number of votes at the 2019 annual meeting of the Members shall each serve a term of three (3) years (until the 2022 annual meeting of Members), the two (2) candidates receiving the next highest number of votes at the 2019 annual meeting of the Members shall each serve a term of two (2) years (until the 2021 annual meeting of

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Members), and the candidate receiving the fifth highest number of votes at the 2019 annual meeting of the Members shall serve a term of one (1) year (until the 2020 Annual Meeting of Members). Thereafter, all directors shall be elected to terms of three (3) years. In the event of a tie at such election, the candidates receiving the same number of votes for an open director position may either stipulate to the term that each director shall serve, or, in the event no such stipulation is agreed to, a run-off election will be held.

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 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. Any officer of the Association may resign at any time by giving written notice to the Board of Directors, the president or the secretary of the Association. 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.

5. Nomination and Election of Directors. Article V of the Amended and Restated By-Laws are amended as follows (language that has a line through it has been deleted and language that is double underlined is new):

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 Article IV and this Article V.

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 determine in its discretion, but not less than the number of vacancies that are to be filled. After the end of the Class "B" Control Period, such nominations for directors shall be made from among the Members in advance of the annual meeting of the Members. A Member may nominate himself or herself as a candidate for the Board of Directors. No nominations shall be made from the floor unless the number of Members who were previously nominated in advance of the meeting is less than the total number of open director positions. In the event nominations are taken from the floor, a Member may nominate himself or herself as a candidate for the Board of Directors at a meeting where an election is to be held. Any qualified homeowner can volunteer to be elected for an open director position. Intent to run (along with qualification information) and requests for nominations shall be requested by the Board prior to or with the official notification of the annual meeting of the Members so that candidates' information can be included in the notification or provided prior to the annual meeting of the Members.~~

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IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of this 25th day of July, 2018.

WITNESSES:

MINTO COMMUNITIES, LLC, a Florida limited liability company

[Signature]
Print Name: Mireya Rodriguez

By: [Signature]

Name: Brian Cale

[Signature]
Print Name: Jim Mitchell

Title: Vice President

STATE OF FLORIDA)
)SS.:
COUNTY OF Hillsborough)

The foregoing was acknowledged before me this 25th day of July, 2018 by Brian Cale as Vice President of MINTO COMMUNITIES, LLC, a Florida limited liability company, who is personally known to me or who has produced as identification on behalf of the company.

My commission expires: April 7th 2020 [Signature]
NOTARY PUBLIC, State of Florida



TERRIE L. GREY
MY COMMISSION # FF 949077
EXPIRES: April 7, 2020
Bonded Thru Budget Notary Services

Print Name: Terrie L. Grey

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JOINDER

VERONA AT RENAISSANCE HOMEOWNERS' ASSOCIATION, INC.

Verona at Renaissance Homeowners Association, Inc. ("Association") does hereby join in the Amendment to Amended and Restated By-Laws of Verona at Renaissance Homeowners Association, Inc. (the "Amendment") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association acknowledges that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Amendment, as Association has no right to approve the Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 25th day of July, 2018.

WITNESSES:

VERONA AT RENAISSANCE
HOMEOWNERS' ASSOCIATION, INC., a
Florida not for profit corporation

[Signature]
Print Name: Jordan Siebert

[Signature]
Print Name: Jim Mitchell

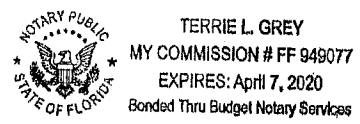
By: [Signature]
Name: Lara Connolly
Title: President

STATE OF FLORIDA)
) SS.:
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 25th day of July, 2018 by Lara Connolly, as President of Verona at Renaissance Homeowners' Association, Inc., a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification, on behalf of the corporation.

My commission expires: April 7th 2020

[Signature]
NOTARY PUBLIC, State of Florida



Print Name Terrie L. Grey

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CONSENT

Wells Fargo Bank, N.A., as Administrative Agent ("Wells Fargo"), the owner and holder of a certain Mortgage and Security Agreement recorded in Official Records Book 20295, Page 439, as modified by Corrective Amendment to Mortgage and Security Agreement recorded in Official Records Book 20493, Page 4, and First Amendment to Amended and Restated Mortgage and Security Agreement recorded in Official Records Book 20879, Page 1309; together with Absolute Assignment of Leases and Rents recorded in Official Records Book 20295, Page 472; Assignment of Agreements Affecting Real Estate recorded in Official Records Book 20295, Page 493; all as modified by a Mortgage Modification and Future Advance Agreement recorded in Official Records Book 22523, Page 266, Mortgage Modification Agreement recorded in Official Records Book 23006, Page 1466, and Mortgage Spreader Agreement recorded in Official Records Book 23276, Page 1528; Collateral Assignment of Declarant Rights recorded in Official Records Book 23276, Page 1536; all as further modified by Mortgage Modification Agreement recorded in Official Records Book 23391, Page 1388, and Mortgage Modification Agreement recorded in Official Records Book 24629, Page 1196; State of Florida Uniform Commercial Code Financing Statement recorded in Official Records Book 20295, Page 513, as modified by Financing Statement Form UCC-3 recorded in Official Records Book 23276, Page 1543, all of the Public Records of Hillsborough County, Florida, each as amended from time to time (collectively, the "Security Instruments") which encumbers the real property described in Exhibit 1 to the Declaration of Covenants and Restrictions for Verona at Renaissance ("Declaration"), does hereby join in and consent to the Amendment to which this consent is attached, and acknowledges that the terms thereof are and shall be binding upon the undersigned and its successors and assigns.

Notwithstanding the execution of this Joinder and Consent, nothing herein shall be construed to render Wells Fargo responsible or liable for the performance of any of the covenants or undertakings contained in the Amendment. Furthermore, the lien of the Mortgage (as may be amended, restated, increased, assigned, partially released, or otherwise modified in any manner whatsoever) shall remain superior to any liens or assessments (if any) created by or arising under the Declaration and this Consent (a) shall in no way diminish, impair or affect the security interest in favor of Wells Fargo created by the Mortgage, (b) shall not affect, amend, limit or impair any of the terms or provisions of the Mortgage or any of Wells Fargo's rights under the Mortgage, and (c) shall not be deemed a consent to or a waiver of any other conditions or requirements in the Mortgage. The terms and provisions of the Mortgage (including the priority and validity of the lien of the Mortgage) shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this 30th day of July, 2018.

WITNESSES:

Wells Fargo Bank, N.A., as Administrative Agent

Gordon Elderdice

Print Name: Gordon Elderdice

Kathryn C. Bateman

Print Name: Kathryn C. Bateman

By: Susan S. Bealgrand

Name: Susan S. Bealgrand

Title: Senior Vice President

{SEAL}

STATE OF Florida)

COUNTY OF Deval)

SS.:

The foregoing instrument was acknowledged before me this 30th day of July, 2018 by Susan S. Bealgrand as SVP of Wells Fargo Bank, N.A., as Administrative Agent, who is personally known to me or who produced _____ as identification.

My commission expires:

Kathryn C. Bateman

NOTARY PUBLIC, State of

Print name: Kathryn C. Bateman

