

**Prepared by and return to:**

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Tampa, FL 33607

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

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR VERONA AT RENAISSANCE (the "Amendment") is made this 27 day of July 2022 by Verona at Renaissance Homeowners' Association, Inc., a Florida not for profit corporation ("Association").

**RECITALS**

**WHEREAS**, the Declaration of Covenants and Restrictions for Verona at Renaissance (the "Declaration") was recorded August 21, 2014, in Official Records Book 22753, Page 1800, *et seq.*, of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, Article XIV, Section 2 of the Declaration provides that the Declaration may be amended by not less than a majority of the members of the Board of Directors and seventy-five percent (75%) of the members of the Association voting in person or by proxy; and

**WHEREAS**, Kay Karioth, President and Marilyn Wright, as Secretary of Verona at Renaissance Homeowners' Association, Inc., do hereby certify that the following amendments to the Declaration of Covenants and Restrictions for Verona at Renaissance, as attached hereto as Exhibit A, has been approved at the Board of Directors meeting held on February 28, 2022 by not less than a majority of the members of the Board of Directors and at the meeting held on July 13, 2022 by not less than seventy-five percent (75%) of the members of the Association; and

**WHEREAS**, Association wishes to place this Certificate of Amendment in the Public Records of Hillsborough County, Florida;

**NOW THEREFORE**, Association declares that every portion of the real property subject to the Declaration shall be subject to the provisions of this Amendment:

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment on behalf of the Association this 27 day of July, 2022.

Certificate of Amendment to Declaration of Covenants and Restrictions for Verona at Renaissance

Signed, sealed and delivered in the presence of TWO WITNESSES:

Ned F. Wright

Signature

NED F. WRIGHT

Printed Name

Kim Adams

Signature

Kim Adams

Printed Name

Marilyn Wright

Signature

Marilyn Wright

Printed Name

Ned F. Wright

Signature

NED F. WRIGHT

Printed Name

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

BY: Kay Karioth

Print Name: Kay Karioth, President

BY: Marilyn Wright

Print Name: Marilyn Wright, Secretary

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 27 day of July 2022, by Kay Karioth, as President and Marilyn Wright, as Secretary of Verona at Renaissance Homeowners' Association, Inc., a Florida Corporation, on behalf of the corporation. They are  personally known to me or  have produced FL Driver Lic. (type of identification) as identification.



Notary Public Mary Radcliffe  
Printed Name Mary Radcliffe  
My Commission Expires 1/23/2026

EXHIBIT "A"

AMENDMENTS TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
VERONA AT RENAISSANCE

(Additions shown by "underlining", deletions shown by "strikeout")

I. Article I, Sections 4, 8, 15, 18 and 29 of the Declaration of Covenants and Restrictions for Verona at Renaissance, are amended to read as follows:

ARTICLE I  
DEFINITIONS

\* \* \*

**Section 4.** "Attached Unit" or "Villa" shall mean and refer to a villa dwelling that is attached to and shares common walls, roofs and other components with another villa dwelling.

\* \* \*

**Section 8.** "**Cluster Building**" shall mean and refer to the structure comprised of a pair of ~~v Villages dwellings~~ that are attached to each other and share common walls, roof, and other components.

\* \* \*

**Section 15.** "**Detached Unit**" or "Single Family Home" shall mean and refer to a free-standing dwelling Unit not attached to another dwelling Unit.

\* \* \*

**Section 18.** "**Institutional Mortgagee**" shall mean a bank, life insurance company, ~~savings and loan association~~, credit union, real estate investment trust, the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC), or any such entity that has a first mortgage on a Unit.

\* \* \*

**Section 29.** "**Unit**" shall mean and refer to the individual residence, whether Villa or Single Family Home, constructed on a Lot.

**II. Article VI of the Declaration of Covenants and Restrictions for Verona at Renaissance, is amended to read as follows:**

**ARTICLE VI  
COVENANT FOR ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Subdivision, ~~hereby covenants~~ has covenanted, and each Owner of any Lot 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 to the Association initial or capital contribution fees, annual assessments or charges, Cluster Building assessments, and special assessments for capital improvements and to comply with these covenants and restrictions wherein costs suffered by the Association to correct violations which may be assessed against particular Owners and Lots and payment of certain enforcement penalties as provided for in Article XIII, such assessments to be established and collected as hereinafter provided. The annual assessments, special assessments and all other assessments authorized pursuant to this Declaration, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person or persons who were the Owners of such property at the time when the assessment fell due. ~~Except as may otherwise be provided by law, t~~The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, or unless the Association causes a lien to be recorded in the Public Records of the County to the fullest extent provided by law.

**Section 2. Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for the purpose of implementing the corporate purposes and powers of the Association and as more particularly stated herein; ~~for promoting the health, safety, welfare of the residents, and the general aesthetics of the Subdivision; for the improvement and maintenance of the Common Areas, including for the conservation and maintenance of any Conservation Area; for the payment of operating expenses of the Association; for the payment of taxes and insurance on the Common Areas; for certain Lot maintenance as provided for in Article VII; for compliance with and enforcement of other covenants or restrictions as provided for in this Declaration; for capital improvements; for reserves (if any) for landscaping, irrigation, painting of Buildings, repair and replacement of paving and sidewalks and roofs on Cluster Buildings, and for any other thing necessary or desirable, including but not limited to the cost associated with obtaining basic cable television services and utilities through a master meter for the~~

~~Subdivision in the judgment of the Association; to keep the Subdivision secure, clean, neat and attractive and to preserve or enhance the value of the Subdivision; and to eliminate fire, health or safety hazards; and for any other thing which in the judgment of the Association may be of general benefit to its members.~~

**Section 3. Annual Assessments.** The Board of Directors of the Association shall create annual Budgets and establish annual assessments for all Units. The proportional amount of assessments for each ~~Detached Unit~~ Single Family Home shall be 1/110<sup>th</sup> of the expenses payable by all ~~Detached Units~~ Single Family Homes, and the proportional amount of assessments for each ~~Attached Unit~~ Villa shall be 1/134<sup>th</sup> of the expenses payable by all ~~Attached Units~~ Villas.

**Section 4. Special Assessments ~~for Capital Improvements.~~** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying unforeseen operating expenses, ~~in whole or in part~~, Special assessments for the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto; ~~provided that any such assessment shall have~~ require the assent of two-thirds (2/3) of the votes of the Board.

**Section 5. Rate of Assessment; ~~Declarant Exemption.~~** Annual assessments, special assessments and other applicable assessments for capital improvements must be affixed at a rate based on ~~the number of Lots without completed Units and the number of Lots with completed Units being assessed and based on the number of Attached Units~~ Villas and the number of Detached Units Single Family Homes. Assessments may be collected in advance, or on a monthly, quarterly, semi-annual or annual basis. ~~Declarant shall not be obligated to pay any assessment for any Lot which it may own during any period of time that Declarant shall be responsible for paying the difference between the Association's operating expenses and the sum of the revenues of the Association from all sources (the "Deficit"). The term "all sources" used in the previous sentence includes, but is not limited to, interest earned on Association deposits, revenues from the operation of the Common Areas, and the assessments levied against Owners other than the Declarant. The Deficit shall not include any reserve for replacements, operating reserves, depreciation reserves or capital expenditures unless otherwise determined by the Board. Declarant hereby agrees to pay the Deficit until the earlier of the date it gives written notice to the Association terminating its obligation to pay the Deficit or the date the Class B membership is terminated. Upon the termination of the Declarant's obligation to pay the Deficit, the class of assessments for Lots without completed Units shall pay 1/244<sup>th</sup> of the expenses for the following expense categories:~~

~~Management Services  
Administrative Lawn, Landscape,  
Irrigation, mulch for Lots Only  
Insurance~~

~~Liability, Crime, Umbrella, D&O Tax  
Preparation and Financial Review Corporate  
Filing Fee.~~

**Section 6. Cluster Building Assessments.** The Association may levy and collect Cluster Building Assessments against the owners of Units within a Cluster Building to pay for the repair, maintenance or replacement of Cluster Buildings, or the Limited Common Property against the Owners of Units within a Cluster Building. The assessments include, but are not limited to, all costs incurred in maintaining the exterior, painting, ~~replacement and repair of roofs or the repair of damage to roof shingles and underlayment of the Cluster Building not covered by a policy of insurance~~ and may include reserve funds for these purposes. The Association is responsible for tear off replacement of the Villa roofing system, shingles, ridge caps, closed half weaved valleys, underlayment, damaged sheathing, hood box vents, lead boot flashings at vent pipes, metal gutter apron, drip edge and other flashing at the sole discretion of the Board of Directors.

- a. Each owner of a Villa shall pay an equal share to a reserve account for the life cycle replacement of the roof shingles, the roof underlayment, and repainting the exterior walls. The Board, in its sole discretion, shall determine when this work shall be done in the manner and sequence by which the work shall be done. All other exterior components, including but not limited to windows, doors, lanai screening, gutters, etc. shall be the sole responsibility of the owner of the Villa.
- b. Each owner of a Villa shall pay an assessment in equal amount to a Villa reserve account to fund repair of roof shingles, cracks in stucco walls and exterior touchup painting.
- c. Repairs for shingle replacement, cracks in stucco walls, and touchup painting shall be a repair expense paid by the Association in the sole discretion of the Board of Directors. Damage to an exterior component of a Villa caused by negligence or an intentional act by anyone other than the Association or a contractor of the Association shall be the sole responsibility of the Villa owner. The Board of Directors may increase or decrease the allocation for repairs as set forth herein annually by vote of the majority of the Board of Directors, at a meeting.

**Section 7. Date of Commencement of Annual Assessments, Due Dates.** The annual assessments provided for herein shall commence as to all Lots upon recording of this Declaration. ~~If a separate class of assessments is established for Lots with Units and Lots without Units as described in Section 5 above, the annual assessment for Lots with completed Units shall commence in the month following the issuance of the Certificate of Occupancy for the Unit. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.~~ The Board of Directors shall adopt the Budget and fix the amount of the annual assessments at least thirty (30) days in advance of each annual assessment period. The due dates shall be established by the Board of Directors. The Association shall, upon demand for and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

**Section 8. Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment or installment thereof or any fees or penalties imposed pursuant to Article XIII hereof not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. In addition, the Owner responsible for the payment of the delinquent assessment shall pay a late fee in the amount established from time to time by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. 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.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage to an institutional lender (i.e., a bank, insurance company, or savings and loan association), or Federal Housing Administration or Veterans Administration insured, guaranteed, or owned mortgage. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien for such assessments as to payments which became due prior to such sale or transfer except as allowed by Section 720.3085(2)(c), Florida Statutes, as amended from time to time. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereon. No mortgagee shall be required to collect Assessments.

**Section 10. Exempt Property.** Property subject to this Declaration dedicated to, and accepted by, a governmental entity or the Association shall be exempt from the assessments created herein;

provided, however, no land or improvements devoted to ~~dwelling~~Unit use shall be exempt from said assessments.

**Section 11. Reserve Funds.** The portion of any annual assessments collected by the Association for reserves for future expenses, and the entire amount of all special assessments for capital improvements, shall be held in trust by the Association for the Owners of all Lots, as their interests may appear, and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or ~~savings and loan~~other institutions ~~the where~~ deposits of which are insured by an agency of the United States.

**Section 12. ~~Start-up~~New Owner Assessment.** In addition to annual and special assessments, each new Owner of a Unit ~~commencing with the first Owner acquiring title from Declarant,~~ shall pay the Association at the closing a ~~start-up~~new Owner assessment in ~~the an~~ amount of \$350.00 established annually by the Board. The ~~start-up~~new Owner assessment may be used by the Association ~~to establish the new account and for any purpose not expressly prohibited by this Declaration or Florida law.~~ The foregoing shall not apply to any mortgagee obtaining title to a Unit pursuant to a judgment of foreclosure or a deed in lieu of foreclosure or any person or entity taking title to a Unit pursuant to probate proceedings.

**III. Article VII of the Declaration of Covenants and Restrictions for Verona at Renaissance, is amended to read as follows:**

**ARTICLE VII  
MAINTENANCE RESPONSIBILITIES**

**Section 1. Responsibilities.** Responsibility for the maintenance, repair and replacement of the Lots and Common Areas is as follows:

a. Common Areas. The Association shall maintain, repair and replace, as part of the Common Expenses, all of the Common Areas as defined herein, including sidewalks, driveway aprons, roads, curbs, storm drains, gates and entrance areas, the pool area and pool building, and the mailbox kiosk area, ~~except for (a) landscaping items planted by a Unit Owner within that portion of the Limited Common Areas surrounding a Unit as described herein and (b) matters otherwise concerning the Limited Common Areas as specifically provided in this Declaration to be the responsibility of the Unit Owner.~~

b. ~~Limited Common Areas.~~ Those areas reserved for the use of certain Unit Owners or a certain Unit Owner, to the exclusion of other Unit Owners, are designated as Limited Common Areas, and are defined and located on the surveys recorded in the Plat as defined in this Declaration. For purposes of clarity, the five foot Limited Common Area surrounding the exterior of the Unit, as generally depicted on the Plat, shall be measured from the terminus of the concrete foundation of the Unit as originally constructed. In addition, any and all drywall which serves to define the vertical and upper horizontal boundaries of the Unit and is



~~not located within the physical boundaries of the Unit shall be a Limited Common Area for such Unit, and shall be maintained by the Unit Owner. Any expense for the maintenance, repair or replacement relating to Limited Common Areas shall be treated as and paid for as part of the Common Expenses of the Association unless otherwise specifically provided in this Declaration and the exhibits attached hereto. Should said maintenance, repair or replacement be caused by the Unit Owner or the lessees, servants and invitees of a Unit Owner, then such Unit Owner shall be responsible therefor. Where a Unit has a patio or porch which abuts said Unit, said area is, unless otherwise indicated on the Plat, a Limited Common Area for the exclusive use of the Unit it abuts, and the Unit Owner shall be solely responsible for maintaining such area and for paying the costs and expenses associated therewith, and for procuring insurance covering such area. The Unit Owner shall be responsible for the maintenance and care of any wiring or electrical outlets or light fixtures, and, where applicable, light fixtures affixed to the exterior walls of a Unit, and said Unit Owner shall be responsible for replacing the necessary light bulbs for said light fixtures by the same color and bulb wattage and for repairing and maintaining the porches and/or patios, including any screening on said porches and/or patios or the enclosing of said porches and/or patios, all at the said Unit Owner's cost and expense. Should any maintenance, repair or replacement of a portion of the Limited Common Areas which is the responsibility of the Association be caused by the Unit Owner or the lessees, servants, or invitees of the Unit Owner, then such Unit Owner shall be responsible therefor.~~

~~e.b. Attached Units Villas.~~ The responsibility for maintenance, repair and replacement within the Lots for Attached Units Villas shall be shared by the Association and the Unit Owners as follows:

~~(i1)~~ 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~~ the following items, and the cost of the maintenance thereof shall constitute Common Expenses: all plant beds, sprinkler systems, lawns, trees, driveway apron, retaining walls, and fences within the boundary of each Lot. The exterior painting and the roof of a Cluster Building shall be maintained and repaired by the Association.

~~(ii2)~~ By the Unit Owner. Each ~~Attached Unit Owner of a villa~~ shall maintain, repair and replace everything within the confines of the Owner's Lot, including the permitted improvements, which ~~is~~ are not to be maintained by the Association pursuant to subparagraph ~~e.(i)b.(1)~~ of this Section, including but not limited to: driveway, paver walkways, gutters and downspouts, patio, air handler, landscape lighting, landscape bed curbing, modifications installed by Owner or any predecessor to Owner's title.

~~(1)~~ All exterior doors, windows and screens of any permitted improvement; provided, however, that the painting of the exterior doors shall be a Common Expense. These surfaces shall be maintained in such manner as to preserve a uniform appearance among the Units in the Subdivision;

~~(2)~~ Interior paint, finish, covering, wallpaper and decoration of all walls, floors and ceilings;

~~(3) — All built-in shelves, cabinets, counters, storage areas and closets;~~

~~(4) — All mechanical, ventilating, heating and air conditioning equipment serving the individual Unit; any refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment; all bathroom fixtures, equipment and apparatus;~~

~~(5) — All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits serving only the respective Unit, and all electric lines between the Unit and its individual service panel or meter;~~

~~(6) — All interior doors, non load bearing walls, partitions, and room dividers;~~

~~(7) — All furniture, furnishings and personal property contained within the respective Unit;~~

~~(8) — All other maintenance, repair or replacements involving a Lot as contemplated and authorized hereunder; and~~

~~(9) — Any and all drywall which serves to define the vertical and upper horizontal boundaries of the Unit.~~

~~(iii)3) If an Attached Unit Villa 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 Bbuilding. 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 Bbuilding, and the Master Association shall thereafter have the right to specifically assess said Owner for the costs of such repair and re-construction.~~

~~d.c. Detached Units Single Family Homes. The Owner of maintenance of each Detached Unit Single Family Lot shall be responsible for the maintenance, repair and replacement of all improvements within that Owner's Lot, including the home and landscaping and irrigation, except for those maintenance responsibilities assumed by the Association in the discretion of the Board for the benefit of all Detached Units, shared as follows: If an irrigation system is installed and maintained by the Declarant or the Association to serve more than one Unit, no Unit Owner shall operate or alter any part of said irrigation system.~~

~~(1) By the Association. The Association shall be responsible for maintaining, repairing, and replacing the following items, and the cost of the maintenance thereof shall constitute Common Expenses: all plant beds, sprinkler systems, lawns, trees, driveway apron, retaining walls, and fences within the boundary of each Lot.~~

~~(2) By the Unit Owner. Each Unit Owner shall maintain, repair and replace everything within the confines of the Owner's Lot, including the permitted improvements, which are not to be maintained by the Association pursuant to subparagraph c.(1)~~

of this Section, including but not limited to: driveway, paver walkways, gutters and downspouts, patio, air handler, landscape lighting, landscape bed curbing, modifications installed by Owner or any predecessor to Owner's title.

(3) If a Single Family Home 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 Association shall have the right to complete such repair and reconstruction substantially in accordance with the original plans and specification of the affected Building, and the Association shall thereafter have the right to specifically assess said Owner for the costs of such repair and re-construction.

e.d. Maintenance Contracts.

(1) The ~~Board of Directors~~ Association may enter into a contract with any firm, person or corporation, or may join with other associations and entities in contracting for the maintenance and repair of the Subdivision and other properties, and may contract for or may join with other entities in contracting for the management of the Association and other properties, as may be more specifically provided for by the Articles of Incorporation and ~~By-Laws~~ Bylaws.

(2) The Association may enter into agreements or authorize arrangements with such firms or companies as it may deem appropriate for and on behalf of the Unit Owners to provide certain services and/or maintenance which otherwise would be the responsibility of the Unit Owners rather than the Association under this Declaration. Said agreement(s) or arrangement(s) may provide for such maintenance and service(s) to be performed on a regularly scheduled basis, such as air conditioning maintenance and service, exterminating, services and other types of maintenance and services, as the Association deems advisable for such periods of time and on such basis as it determines.

(3) Participation in such services and/or maintenance is voluntary and ~~the~~ the cost for such services and/or maintenance shall be the specific responsibility of each Unit Owner participating in such service and/or maintenance and shall not be a Common Expense for all Unit Owners. Such agreements or arrangements shall not relieve the participating Unit Owners of the underlying responsibility but shall be a convenience for them.

(4) Each participating Unit Owner shall be deemed a party to said agreements or arrangements with the same force and effect as though said Unit Owner had executed said arrangement or authorized said arrangement and it is understood and agreed that the Association shall be executing or authorizing said agreements or arrangements as the agent for the Unit Owners.

(5) Each participating Unit Owner agrees to allow the Association to enter into any Lot for the purpose of maintenance, repair, replacement of the Common Areas or any portion of a Lot to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Areas or to a Unit or Units.

**Section 2. Alterations and Improvements.** Alterations and improvements to the Common Areas and the Lots shall be governed by the following provisions:

a. To Common Areas.

~~(i) — After the completion of the improvements included in the Common Areas which are set forth in this Declaration, or which are contemplated by the Developer in the completion of the development as set forth herein, there shall be no alterations or additions to the Common Areas (other than Limited Common Areas), except as authorized by the Board of Directors and approved by not less than seventy five percent (75%) of the total vote of the Lot Owners. There shall be no alterations or additions to the Common Areas except as provided herein. Alterations or additions to the Common Areas with an aggregate expense of less than \$20,000.00 may be implemented by the Association upon approval of a majority of the Board of Directors. Alterations or additions to the Common Areas with an aggregate expense greater than \$20,000.00 may only be implemented upon the approval of two-thirds (2/3) of the membership at a meeting where a quorum is present in person or by proxy.~~

~~(ii) — Except as may be otherwise provided herein, there shall be no alterations or additions to Limited Common Areas except as authorized by the Board of Directors, and approved by not less than seventy five percent (75%) of the total vote of the Unit Owners, provided that no alterations or additions may be made to the Limited Common Areas which adversely affect or prejudice the right of any Unit Owner, unless his written consent has been obtained.~~

~~(iii) — Further, the Unit Owner shall be required to obtain approval of the Board as to the architectural and structural components of and pertaining to any alteration or extension of a Limited Common Area (and the Board shall have the power to promulgate rules and regulations in this regard, for the protection of the Unit Owners as a whole and the Association). The Unit Owner desiring approval of an alteration to a Limited Common Area shall be required to pay any and all costs associated with (1) the application, review and approval of the alteration, (2) the calling of an Association meeting to vote on the extension (if the membership vote on the alteration is not to occur at a regularly scheduled meeting of the Association membership), (3) the preparation of any and all required revisions to the Plat and/or this Declaration as a result of modification to the Limited Common Areas appurtenant to such Unit, and to the Common Areas (as applicable), and (4) the costs of recording in the public records of the County any and all documents and drawings necessary to evidence the approval of the alteration.~~

~~(iv) — Except as may be otherwise provided herein, where the approval of Unit Owners for alterations to the Common Areas or Limited Common Areas is required in this Declaration and exhibits attached hereto, the approval of institutional mortgagees whose mortgages encumber at least fifty one percent (51%) of those Units encumbered by a mortgage at said time shall also be required.~~

b. To the Units.

(i1) ~~Except as otherwise reserved by the Developer, n~~No Unit Owner shall make any alteration or improvement to ~~the Unit Owner's Unit~~ except in accordance with this Section. A Unit Owner may make alterations and improvements to the interior of the ~~dwelling located within the Unit~~, so long as such alterations or improvements are not visible from the outside of the Unit, do not impair the structural integrity of the ~~dwelling~~Unit, do not otherwise violate the terms of this Declaration, and are in compliance with all applicable building codes and the law. A Unit Owner may not expand, enlarge or relocate the single family structure originally located within his or her Lot. Any other alterations or improvements to a Unit (including, but not limited, to the enclosing, extending or screening in of any ~~porch~~lanai or patio within the Unit), may be made only if prior written approval is obtained from the Board of Directors.

(ii2) A Unit Owner making or causing to be made any additions, alterations or improvements agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Subdivision and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association.

c. To the Lot.

No Unit Owner shall make any alteration or improvement to the Owner's Lot except in accordance with this section. Any alteration or improvement to a Lot by a Lot Owner, including, but not limited to, landscaping bed, adding or removing any trees, planting grass other than St. Augustine, adding or removing a freestanding structure, decorative monument or any other addition or improvement, may be made only upon receipt of prior written approval of the Board.

### Section 3. Party Walls.

a. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the ~~dwellings~~Units and Cluster Buildings upon the properties and placed on the subdividing line between the Lots, shall constitute a **"Party Wall"** and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The Association and each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Party Wall and Unit with which it shares said Party Wall.

b. Sharing of Repair and Maintenance. The cost of repair and maintenance of a Party Wall shall be shared by the Owners who make use of the wall in proportion to such use, except in the case of negligence or willful misconduct by an Owner. Each Owner shall have the right and duty to maintain and to perform superficial repairs to that portion of a Party Wall that faces such Owner's 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 Wall from any cause whatsoever, other than negligence or willful misconduct of one of the adjacent Lot ~~o~~Owners, the

Owners of the adjacent Lots shall, at their joint expense, repair and rebuild said wall within thirty (30) days, unless extended by the Board. In the event it is necessary to repair or rebuild a Party Wall, 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, each Owner shall choose a member of the Board to act as their arbiter. The Board members so chosen shall agree upon and choose a third Board member to act as an additional arbiter. All of the said Board members shall thereafter choose the person or entity to perform the repairs and shall assess the costs of such repairs in equal shares to the Owners. Whenever any such wall 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 Lot Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If the Lot Owner shall refuse to repair or reconstruct the wall within thirty (30) days, unless extended by the Board, and to pay his or her share of such cost in the case of negligence or willful misconduct, the Association may have such wall repaired or reconstructed and shall be entitled to a lien on the Lot of the 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 Lot 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.

c. Destruction by Fire of Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty and it is not covered by insurance, any Owner who has used the wall may restore it; and, if the other Owners thereafter make use of the wall, they shall contribute to the cost of the restoration thereof in proportion to their use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any applicable law, statute or ordinance.

d. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the Areas elements shall bear the cost of furnishing the necessary protection against such Areaselements.

e. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

f. Easement for Encroachment. There shall be reciprocal, perpetual easements of encroachment between each adjacent Lot or Unit due to the unintentional placement, settling, or shifting of Party Walls constructed, reconstructed, or altered thereon to a distance of three feet (3') as measured from any part on the common boundary along a line perpendicular of such boundary at such point.

g. Easement for Lateral Support. There shall be reciprocal, perpetual easements of lateral support between each adjacent Lot or Unit upon the structural components, including the Party Walls for lateral support of each Unit. No Owner shall demolish, modify, or

interfere with a Party Wall so as to diminish or in any way alter the lateral support which such Party Wall affords any Unit.

h. Sound Transmission. Each Owner, by acceptance of a deed or other conveyance of a Unit, hereby acknowledges and agrees that sound transmission in Buildings such as the Cluster Buildings is very difficult to control, and that the noises from adjoining or nearby Units and/or mechanical equipment can often be heard in another Unit. Neither Declarant nor Association does not makes any representation or warranty as to the level of sound transmission between and or among Units and the other portions of the Subdivision, and each Owner hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission.

**Section 4. Owner Insurance; Casualty Loss to Owner Structures.**

a. Owner Obligation to Maintain Insurance. Each Owner shall maintain property insurance providing fire and extended coverage at full replacement cost, less a reasonable deductible, on all insurable improvements located on such Owner's Lot, to the extent such responsibility is not assigned to or assumed by the Association pursuant to this Declaration or any applicable supplemental declaration. In addition, every Owner shall be obligated to obtain and maintain at all times insurance covering consequential damages to any other Lot or the Common Areas due to occurrences originating within the Owner's Lot caused by the negligence of the Owner, the failure of the Owner to maintain the Lot, and any other casualty within the Lot which causes damage to the Lots or the Common Areas, to the extent such coverage is not provided by policies maintained by the Association or to the extent insurable losses may result in the Owner's liability for payment of deductibles under the Association's policies. Such insurance policy or policies shall name ~~the~~ Association as an additional insured.

b. Certificates; Notice to Association. Each Owner shall provide a certificate evidencing such insurance to the Association within ten (10) days of any written request from the Board of Directors. In addition, if the Board so requests, each Owner shall file with the Association a copy of the individual policy or policies covering his or her Lot. Each Owner shall promptly notify the Board in writing in the event such policy on his or her Lot is canceled. In the event that an Owner fails to obtain any insurance with which the Owner is required to obtain hereunder, or permits such insurance to lapse, the Association may, but shall not be obligated to, obtain such insurance on behalf of the Owner and assess the costs thereof to the Owner and the Owner's Lot.

~~e. Association's Right to Place Insurance. Upon Board resolution and at least sixty (60) days' prior written notice to each Owner of an affected Lot, the Association may elect, but shall have no obligation, to obtain a blanket insurance policy providing property insurance for all structures on all Lots within the Subdivision. Inclusion in the budget provided to the Owner shall constitute adequate notice. In such event, the Owners shall be relieved of their insurance responsibility only to the extent such responsibility is assumed by the Association. The costs of such insurance shall be a Common Expense. Any such policy obtained by the Association may exclude fixtures, finishes, contents, and improvements to the interior of the structures on the Lot and any exterior improvements made by an Owner or occupant of the Lot.~~

~~Following such an assumption of insurance responsibility, the Association may, at any time, upon not less than thirty (30) days' written notice to each Owner, discontinue such blanket insurance coverage and, in such event, each Owner shall immediately obtain in his or her own name and at his or her own expense the insurance coverage for such Owner's Lot and structures thereon. Regardless of whether the insurance required hereunder is obtained by the Association or the Owners, in the event of a casualty loss, the Association shall be entitled to file a claim against such insurance for the cost of any repair or reconstruction to the Lot and improvements thereon which is the Association's responsibility, and the Owner shall pay the amount of any deductible and shall be responsible for any deficiency in the insurance proceeds payable to the Association and the Owner thereunder, based upon the amount necessary to enable the Owner and the Association each to repair and replace those portions of the Lot and improvements thereon which are their respective responsibilities. If the Owner is required to obtain insurance hereunder and such insurance is insufficient, the Association shall be relieved of any obligation to maintain, repair, and replace damaged or destroyed portions of the Owner's Lot, to the extent of such insufficiency. Alternatively, the Association may perform required repairs, whether the responsibility of the Association or the Owner, and assess all costs to the Owner and the Owner's Lot.~~

~~d.c. Repair or Restoration by Unit Owner. In the event of damage to or destruction of a structure on a Lot, the Owner shall promptly repair or reconstruct the structure in a manner consistent with the original construction or other plans and specifications approved by the Association, except that if the Association has assumed responsibility for insurance coverage hereunder, the Association shall, subject to the limitations above, be responsible for repair or reconstruction of those portions of the structure on the Lot for which the Association has expressly, in writing, assumed insurance responsibility. The Unit Owner within any affected Building shall be responsible for paying any expenses of reconstruction of or repair to any Building which is not covered by any policy of insurance, whether as a result of deductibles or exclusions.~~

~~e.d. Association Non-Liability. The Association shall not be liable to any Owner for any damages, losses or claims for personal injury or property damage including, but not limited to, loss of personal property, fixtures, and loss of use of any Unit, arising out of damage or destruction of a Cluster Building or any repair or replacement thereof. Owners shall be solely responsible for insuring the contents of their Units, as well as any loss of use of any Unit.~~

**IV. Article XIV of the Declaration of Covenants and Restrictions for Verona at Renaissance, is amended to read as follows:**

**ARTICLE XIV  
AMENDMENT TO DECLARATION**

This Declaration and each of the covenants, easements and restrictions set forth herein may be modified or amended only in the following manner:

**Section 1. Notice.** Notice of the subject matter of a proposed amendment or modification shall be included in the notice of any meeting



of the members of the Association at which a proposed amendment is to be considered.

**Section 2. Approval.** An amendment may be proposed by the Board of Directors or by twenty-five percent (25%) of the voting ~~Members~~ Members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the members of the Board of Directors and ~~seventy-five percent (75%)~~ sixty-seven percent (67%) of the votes eligible to be cast by members of the Association. ~~Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary prior to the meeting.~~

**Section 3. Limitation.** No amendment may be adopted which discriminates against any Lot owner or against any Lot or class or group of Lots, unless the Lot owners so affected consent thereto. No amendment shall change or alter any Lot or the share of the Common Areas appurtenant thereto, nor increase the Lot ~~Owner's~~ Owner's share of the Common Expenses, unless the record owner of the Lots concerned and all record holders of liens on such Lots shall join in the execution of the amendment. Nothing in this paragraph shall limit the ~~Declarant Association~~ Declarant Association or the Board of Directors in its power as delineated in ~~these Declarations~~ this Declaration.

**Section 4. Certificate.** A copy of each amendment, accompanied by adopted resolution, shall be attached to a certificate certifying that said amendment was duly adopted, which certificate shall be effective when said documents are so recorded. Likewise, any amendment accomplished by agreement of the required number of Members or, where required, by all ~~Lot Owners~~ Owners and record owners of liens or mortgages, shall be effective when the agreement effecting such amendment is recorded among the Public Records of Hillsborough County, Florida.

**Section 5. — Declarant Rights.**

~~a. — Notwithstanding anything hereinabove set forth in this Article, the Declarant reserves the right to amend, modify, alter or annul any of the covenants, conditions, restrictions or easements of this Declaration, until such time as ninety percent (90%) of the Lots have been sold and the ownership interests therein are actually conveyed to purchasers other than the Declarant.~~

~~b. — Anything herein to the contrary notwithstanding, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends the Declaration and any provision therein (i) to comply with requirements of the Federal National Mortgage Association, the Government~~

~~National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Units; and (iii) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Unit Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Declarant to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate either on such date when Declarant has sold all Units and has transferred control of the Association to the non-Declarant Unit Owners or on December 31, 2024, whichever shall occur first.~~

**V. Article XIX of the Declaration of Covenants and Restrictions for Verona at Renaissance, is amended to read as follows:**

**ARTICLE XIX**  
**ARCHITECTURAL STANDARDS, 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~~Subdivision, 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~~ensure the ~~maintenance~~visual appearance of the Property as a residential area of the highest quality and standards and to ~~insure~~ensure 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 also 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 opinions or valid objection by any impacted Lot Owner. The Architectural Committee shall evaluate, ~~control~~ and may recommend approve approval or disapproval of proposed construction, remodeling, repainting, or additions to the buildings, ~~Dwellings~~Units, structures and other improvements on each Lot in the manner and to the extent set forth herein. No ~~Dwelling~~Unit, 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~~Unit, 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.~~The Architectural Committee shall require all Plans and Specifications for the installation, removal, or modification of any swimming pool, underground fuel tank, tree, storm shutter, lanai extension, and any other alteration or modification identified by the Architectural Committee to include such portions of the site plan in the form of a scaled diagram showing the location and size of all existing improvements, drawn to scale. In addition, Owner shall submit a specific product, item and material

description, including, but not limited to the size, color, material and other relevant characteristics for each proposed component of the subject modification or addition. All requests for approval submitted to the Architectural Committee shall be submitted on the then-current Architectural Committee request form. The Architectural Committee approval request form requires that the Owner specifically identify the documentation and information required for approval. Any construction or project requiring a licensed contractor shall include the contractor's license and all applications shall include proof of insurance for each contractor, subcontractor and material supplier, including but not limited to liability and worker's compensation insurance. Modifications that are visible from inside an adjacent Unit shall require notice to the residents of each such adjacent Unit regarding the details and specifications of any such modification. Construction that requires access or use of an adjacent Lot shall include written consent to that access by the owner of the adjacent Lot. All damage to a Lot and/or Unit resulting from construction or modification shall be repaired by the Owner causing that damage in ninety (90) days. Notwithstanding the foregoing, maintenance or repair of existing improvements shall not require submission to the Architectural Committee for approval or approval by the Board of Directors.

**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~~ recommend rejection of any application for approval of 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~~ recommends rejection of 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.**~~**Section 11. Liability of the Architectural Committee and the Board of Directors.**

~~**Section 13.**~~ **a. Disclaimer.** Notwithstanding anything in ~~the~~this 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:

- (a1) are complete or do not contain defects; or
- (b2) in fact meet any standards, guidelines and/or criteria of the Architectural Committee or the Board; or
- (e3) are in fact architecturally or aesthetically appropriate; or

(~~d~~) comply with any applicable governmental requirements.

b. Liability. 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.