

RECORD AND RETURN TO:

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**CERTIFICATE OF AMENDMENTS
TO THE DECLARATION
FOR
VERONA TRACE
AND
TO THE ARTICLES OF INCORPORATION
AND
BY-LAWS
OF
VERONA TRACE HOMEOWNERS ASSOCIATION, INC.**

The Board of Directors of **Verona Trace Homeowners Association, Inc.** hereby certifies that, at a duly called Board meeting the Board of Directors affirmatively and sufficiently voted, and at a duly called membership meeting the Members of the Association affirmatively and sufficiently voted, to amend the Declaration for Verona Trace (hereinafter "Declaration"), and the Articles of Incorporation and Bylaws of Verona Trace Homeowners Association, Inc. (hereinafter "Articles" and "Bylaws", respectively) as originally recorded in Official Records Book 2081, Page 1860 *et seq.*, in the Public Records of Indian River County, Florida, as set forth herein.

NOTE: NEW WORDS BEING ADDED ARE UNDERLINED AND DELETED LANGUAGE IS STRICKEN THROUGH

1. Amendment to Article 4, Section 4.4 of the Declaration, as follows:

4.4 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) ~~sixty-six and two-thirds percent (66 2/3%)~~ a majority of the Board; and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association in which there is a quorum.

2. Amendment to Article 14, Section 14.28 of the Declaration, as follows:

14.28 Leases. Except as otherwise provided elsewhere in the Declaration, any Owner acquiring title to a Home after the effective date of this Amendment may not lease or sublease their Home for the first two (2) years of ownership as determined from the recording date of the deed or other conveyance to the Home; provided, however, that new Owners inheriting a Home from a deceased Owner, or a transfer from an Owner to that Owner's family trust for estate

planning purposes, will not be subject to the 2-year prohibition on leasing or subleasing. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. To the extent that an Owner does not reside in his or her Home, but desires to permit individuals including, without limitation, friends or family to occupy such Home without a lease, all prospective occupants of the Home, prior to moving into the Home and irrespective of their relation to the Owner, must be registered with the Association and shall be subject to the Association's screening and approval process which is used for prospective tenants seeking to lease a Home within Verona Trace. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to Association. All leases require Association approval, shall be on forms approved by Association and shall provide (or if not provided, shall automatically be deemed to provide) that Association shall have the unilateral right to terminate the lease upon default by the tenant in observing any of the provisions of the Association Documents or other applicable provisions of any agreement, document or instrument governing Verona Trace or administered by Association. Effective as of the date of recording of the First Amendment to this Declaration, each Owner hereby acknowledges and agrees that any and all leases entered into by such Owner in connection with his or her Home shall be deemed to incorporate by this reference a collateral assignment of rents and leases in favor of Association, which collateral assignment of rents and leases shall provide that in the event such Owner leasing his or her Home is past due in the payment of his or her Assessments, Association shall have the power and authority to take actions including, but not limited to: (i) collecting rents now due or that become due directly from such Owner's tenant(s) (or other party in possession of the Home); and/or (ii) pursuing any and all legal remedies available against such Owner and/or such Owner's tenant(s) including, but not limited to, actions for eviction of such Owner's tenant(s). Owners are responsible for providing their tenants with copies of all such Association Documents or instruments at such Owner's sole cost and expense. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No lease term shall be less than ninety (90) days. No subleasing or assignment of lease rights by the tenant is permitted. In no event shall occupancy of a leased Home (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. Each Owner shall be jointly and severally liable with the tenant to Association for all costs incurred by Association for the repair of any damage to Common Areas or to pay any claim for injury or damage to property caused by tenants. Association shall repair any such damage and the cost of such repair shall be invoiced as an Individual Assessment to the Owner. Additionally, as a condition to the approval by Association of a proposed lease of a Home, Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent be deposited into an account maintained by Association. The security deposit shall protect against damages to the Common Areas or Association Property. A security deposit held by Association under this Section 14.28 shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. Association may also charge a reasonable fee of no more than One Hundred (\$100.00) dollars to offset the costs of a background check on tenant. Association and its directors or officers, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any party whatsoever, due to any mistakes in

judgment, negligence or any action or inaction of Association, its officers, or directors, in connection with the approval or disapproval of tenants. Each Owner agrees, individually and on behalf of its prospective tenants, current tenants, heirs, successors and assigns by acquiring title to a Lot, that he or she (or any other of the aforementioned parties) shall not bring any action or suit against Association or its directors or officers or any of the Association's agents or other parties acting on Association's behalf in order to recover any damages alleged or caused by the actions of Association, or its officers or directors in connection with the provisions of this Section. All leases shall also comply with and be subject to the other provisions of this Declaration regarding leasing. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Home receives in-home care by a professional caregiver residing within the Home.

3. Amendment to Article 12, Section 12.3 of the Articles of Incorporation, as follows:

12.3 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) ~~sixty-six and two-thirds percent (66 2/3%)~~ a majority of the Board; and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum.

4. Amendment to Article 12, Section 12.3 of the By-Laws, as follows:

12.3 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these By-Laws may be amended with the approval of (i) ~~sixty-six and two-thirds percent (66 2/3%)~~ a majority of the Board; and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly noticed meeting of the Members in which there is a quorum. Notwithstanding the foregoing, these By-laws may be amended after the Turnover Date by ~~sixty-six and two-thirds percent (66 2/3%)~~ a majority of the Board acting alone to change the number of directors on the Board. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

This Certificate of Amendment shall also serve as a preservation of the Declaration, originally recorded at Official Records Book 2081, Page 1860 *et seq.*, in the Public Records of Indian River County, Florida, as further amended and/or supplemented from time to time, pursuant to Section 712.05(2)(b), Florida Statutes.

[SIGNATURES ON NEXT PAGE]

Executed in Vero Beach, Indian River County, Florida, this 23 day of JUNE, 2022.

Signed, sealed and delivered
in the presence of:

**VERONA TRACE HOMEOWNERS
ASSOCIATION, INC.**

David LaHaise
Witness
Print name: DAVID LAHAISE

By P.B.
Print Name: PAT ROGUSKY
Title: President

Steven Hyde
Witness
Print name: STEVEN HYDE

**STATE OF FLORIDA
COUNTY OF INDIAN RIVER**

I hereby certify that on this day, before me, an officer duly authorized appeared PAT ROGUSKY, who provided IS KNOWN TO ME, who acknowledged that he/she is the PRESIDENT of **Verona Trace Homeowners Association, Inc.** and that he/she acknowledged executing the foregoing Amendment in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him/her by said Association, and that the seal affixed thereto is the true seal of said Association.

Witness my hand and official seal in the county and state last aforesaid this 23 day of JUNE, 2022

Barbara P. Kaplan
Printed name: _____

Notary Public

