



c/o KW Property Management & Consulting
8090 Sorrento Lane, Suite 1
Naples, FL 34114
Phone: (239) 774-0026 Fax: (239) 430-0022

Purchase Application Checklist

****HOA OFFICE MUST RECEIVE COMPLETED APPLICATION
AT LEAST 20 DAYS PRIOR TO CLOSING****

Application must have the following items or it will be returned, delaying approval:

- Completely filled out and legible **application**. Please make sure the applicant(s) has signed the application.
- Two completed **Character Reference Forms**. (Not applicable to current owners within VeronaWalk). Please have the forms completed by a non-related reference.
- Signed acceptance of **Rules and Regulations**. Please make sure all occupants 18 years and older review and sign.
- Completed **Resident Bar Code Form**.
- Legible copy of **executed sales contract** signed by both parties.
- Copy of a valid **Driver's License/Identification**.
- Application Fee (Not applicable to current owners within VeronaWalk):
 - \$100 non-refundable application fee.
- Copy of **valid homeowner's insurance documents**. Based on the VeronaWalk HOA resolution, all homeowners are required to provide a copy of their Homeowner's Insurance Policy. **Approval is contingent on this document**. Please note the application can be submitted without it, but must be provided prior to closing for approval.
- Signed Board Resolution regarding Leases/Sales and Property Violations.

PLEASE NOTE: ALL CHECKS/CREDIT CARD PAYMENTS WILL BE PROCESSED ELECTRONICALLY AND WILL SHOW ON YOUR BANK STATEMENT AS CLICKPAY/NOVELPAY. NO CANCELLED CHECK/CHECK NUMBER WILL SHOW. PLEASE CALL THE HOA OFFICE REGARDING BILLING QUESTIONS BEFORE CANCELLING/RETURNING TO AVOID RETURN TRANSACTION FEES.

VERONAWALK HOMEOWNERS ASSOCIATION, INC.

**BOARD RESOLUTION REGARDING LEASES
AND SALES AND PROPERTY VIOLATIONS**

WHEREAS, VeronaWalk Homeowners Association, Inc., a Florida not-for-profit corporation (the "Association") is charged with the operation of VeronaWalk located in Collier County, Florida and governed by that certain Declaration of Covenants, Conditions and Restrictions for VeronaWalk recorded at OR Book 3506, Page 0903, et seq., of the Public Records of Collier County, Florida, as amended (the "Declaration");

WHEREAS, Section 4.3 of the Declaration authorizes the Board of Directors to make and enforce reasonable rules and regulations governing the use of the Association's Lots and Common Areas, in addition to, further defining or limiting, and, where specifically authorized, creating exceptions to those covenants, conditions and restrictions set forth in the Declaration;

WHEREAS, the Association's Board of Directors has observed Owners failing to comply the Association's use restrictions, including, but not limited to, roof, driveway, privacy wall, and lanai maintenance obligations;

WHEREAS, further observations have shown that the failure to maintain the components listed above and other violations are closely tied to leased homes and homes listed for sale;

WHEREAS, Section 19.3 of the Association's Declaration conditions the Association's approval of a prospective sale or lease upon the agreement to comply with the Association's use restriction and rules and regulations; and

WHEREAS, the Association's Board of Directors strongly believes that implementation of further rules and regulations in relation to leased homes and homes listed for sale will prevent and halt property violations including, but not limited to, the failure to properly maintain roofs, driveways, privacy walls, and lanais;

NOW THEREFORE, the following rules regarding leases and sales and property violations in the Association are adopted. Capitalized terms shall have the same meaning as defined in the Act or Governing Documents of the Association:

1. Consistent with Section 19.3 of the Declaration, every property that is being sold or leased shall be subject to a pre-approval inspection, to occur at least twenty (20) days prior to the closing date or commencement of a lease, in order to verify and ensure that said property is in full compliance with the Association's governing documents, including its Rules and Regulations. Such pre-approval inspection applies to readily observable violations and shall not act as a waiver for latent and/or unknown violations.
2. If the pre-approval inspection reveals any violations of the governing documents, the Owner shall be responsible for correcting said violations prior to the closing date or the lease commencement date.

3. In the event that time constraints do not permit the violations to be corrected prior to the closing date or the lease commencement date, the Board of Directors, in its sole discretion, may allow the transaction to continue without disapproval, provided that \$500.00 is deposited, in escrow, with the Association to ensure that the violations are remedied in a timely manner.

a. The \$500.00 deposit amount shall be deposited in an Association non-interest bearing account and shall be returned to the Owner within ten (20) business days of successful remedial action and notice to the Association regarding such remedial action.

b. If the Owner or successor Owner fails to take corrective action to remedy the violation within _____ (30) days of commencement of a lease or the closing date, the Association shall cause the work to be performed in order to remedy the violation. It shall apply the deposit to any expenses incurred and charge the Owner, in the case of a lease, and successor Owner, in the case of a sale, for any balance above the deposit.

4. The failure of an Owner to cooperate and permit the pre-approval inspection shall be grounds for the Association to disapprove the proposed sale or lease.

5. The commencement of a lease or closing on a property shall not act as a waiver or cure of any violation. The Owner or the successor Owner, as the case may be, is required to satisfy and resolve such violations, including any monetary fines that may arise from continued non-compliance. Any violations discovered shall also be subject to all other rights and remedies under the governing documents and Florida law.

THE FOREGOING RESOLUTION was approved by the Board of Directors by a vote of 5 voting in favor of the resolution and 0 voting against the Resolution at meeting of the Board of Directors held on the 11th day of June, 2019, at 6pm, after duly noticing said meeting in accordance with the Bylaws and Florida law.

Current Owner (Seller) Signature

Prospective Owner (Buyer) Signature

VERONAWALK HOMEOWNERS ASSOCIATION, INC.

c/o KW Property Management & Consulting
8090 Sorrento Lane - Suite 1
Naples, FL 34114

Phone: (239) 774-0026 - Fax: (239) 430-0022

APPLICATION FOR APPROVAL TO PURCHASE

Revised January 2017

TO: The Board of Directors of VeronaWalk Homeowners Association, Inc.

I hereby apply for approval to Purchase Address: _____, in VeronaWalk Homeowners Association, Inc. An executed copy of the Sales Contract needs to be attached.

In order to facilitate consideration of this application, I represent that the following information is factual and correct, and agree that any falsification or misrepresentation in this application will justify its disapproval. I consent to your further inquiry concerning this application, particularly of the references given below and a criminal and financial investigation into my background.

PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION:

Full name of current owner(s): _____

1. Full name of applicant: _____ Date of Birth: _____

2. Full name of spouse: _____ Date of Birth: _____

3. Home address: _____

City: _____ State: _____ Zip Code: _____

Phone: - Home () _____ - Cell () _____

Email Address: _____

5. Nature of Business/Profession per applicant: _____

If retired, former Profession: _____

6. Business Name for applicant: _____ Phone () _____

Business address: _____ City/State: _____ Zip Code: _____

Business Name for co-applicant: _____ Phone () _____

Business address: _____ City/State: _____ Zip Code: _____

7. The Documents of VeronaWalk Homeowners Association, Inc. provide an obligation of unit owners/lessees that all units are to be used as *Single Family Residences only*. Please state name, relationship, and age of all other persons who will be occupying the unit on a regular basis

Name	Relationship	18 and over Age/Date of Birth
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. Current Address: How Long? _____

_____ Rented How Long? _____

If Rented, Name of Current or Most Recent Landlord: _____

Address: _____ City: _____ State: _____ Zip: _____

9. Person to be notified in Case of an Emergency: _____

Address: _____ City/State: _____

Relationship: _____ Phone: _____

10. Make/Model of Car(s) to be kept at VeronaWalk Homeowners Association, Inc.

_____ Year: _____ License PL#: _____ State: _____

_____ Year: _____ License PL#: _____ State: _____

_____ Year: _____ License PL#: _____ State: _____

11. Two completed Character References from non-family members are required.
Please have referring parties complete, sign required Character Reference Forms, and submit with this Application (Not applicable to Current Owners within VeronaWalk. Please indicate currently owned home: _____).

12. Two Credit References: (examples: Bank or Credit Card)
Name: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____
Name: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

13. Circle all the numbers that applies to the following:

I/We are purchasing this Unit with the intention to:

- (1) Reside here on a full-time basis.
- (2) Reside here part-time
- (3) Lease the unit. *** Please note there is an application process for all rentals.

14. Mailing address for notices connected with this application:

Name: _____ Phone# _____
Address: _____ City: _____ State: _____ Zip: _____

I/We will provide the Association with a copy of our recorded deed within ten (10) days after closing.

15. I/We have read, and agree to abide by, the Declaration and any and all properly promulgated Rules & Regulations of VeronaWalk Homeowners Association, Inc. * Seller needs to provide Documents.

16. This application will not be considered without the \$100.00 non-refundable application fee.

Make check payable to: VeronaWalk HOA *** New application fee became effective Oct. 1st, 2014.
Additional \$50 per applicant for background checks for permanent residents Age: 18 and over. Canadian reports are \$95 per applicant. Make check payable to: VeronaWalk HOA.

APPLICANT	DATE	SPOUSE	DATE
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FOR AN APPROVAL TO BE ISSUED, THE COMPLETED APPLICATION, 2 REFERENCE LETTERS, SIGNED ACCEPTANCE OF THE RULES, COMPLETED RESIDENT BAR CODE FORM, AUTHORIZATION FORMS, A COPY OF THE SIGNED SALES CONTRACT, ALONG WITH THE \$100.00 APPLICATION FEE PLUS \$50 OR \$95 PER APPLICANT FOR BACKGROUND/CREDIT CHECKS MUST BE RETURNED 20 DAYS BEFORE CLOSING TO:

VERONAWALK HOA
8090 Sorrento Lane - Suite 1
NAPLES, FL 34114

ANY APPROVAL IS VOID IN THE EVENT OF FALSE STATEMENTS IN THE ABOVE APPLICATION

VERONAWALK HOMEOWNERS ASSOCIATION, INC.

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Character Reference form

(Date) _____, 20__ -

Applicant's Reference's Name (Please print): _____

Street Address: _____

City, State & Zip: _____

Telephone #: _____

RE: Applicant's Name: _____

Association Applying To: VERONAWALK HOMEOWNERS ASSOCIATION

To Whom It May Concern:

The applicant(s) named above is applying for *residency* in VeronaWalk Homeowners' Association in Southwest Florida. The Board of Directors would appreciate you furnishing us with any information you consider pertinent regarding the character and stability of the applicant(s).
Upon completion, please return this form to the Applicant. This completed Character Reference Form MUST be sent with the application in order for the Board to approve their lease.

Thank you for your assistance in this matter!

Very truly yours,

General Manager's Office

How do you know the applicant(s)? _____

For how long have you known the applicant(s)? _____

Would the applicant(s) make a good neighbor, in your opinion? Yes No

Please describe the applicant(s) character and stability, as you know them:

Reference's Signature

VERONAWALK HOMEOWNERS ASSOCIATION, INC.

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Naples, FL 34114

Phone: (239) 774-0026 - Fax: (239) 430-0022

Character Reference form

_____, 20__

(Date)

Applicant's Reference's Name (Please print): _____

Street Address: _____

City, State & Zip: _____

Telephone #: _____

RE: Applicant's Name: _____

Association Applying To: VERONAWALK HOMEOWNERS ASSOCIATION

To Whom It May Concern:

The applicant(s) named above is applying for *residency* in VeronaWalk Homeowners' Association in Southwest Florida. The Board of Directors would appreciate you furnishing us with any information you consider pertinent regarding the character and stability of the applicant(s).

Upon completion, please return this form to the Applicant. This completed Character Reference Form MUST be sent with the application in order for the Board to approve their lease.

Thank you for your assistance in this matter!

Very truly yours,

General Manager's Office

How do you know the applicant(s)? _____

For how long have you known the applicant(s)? _____

Would the applicant(s) make a good neighbor, in your opinion? Yes No

Please describe the applicant(s) character and stability, as you know them:

Reference's Signature

VeronaWalk Homeowners Association, Inc.
8090 Sorrento Lane, Ste. #1
Naples, FL 34114

RULES AND REGULATIONS

(revised 7/08)

The definitions contained in the Declaration of Covenants and Restrictions for VeronaWalk are incorporated herein as part of these Rules and Regulations.

- 1) The owners and lessees of each lot shall abide by each and every term and provision of the Declaration of Covenants and Restrictions, and each and every term and provision of the Articles of Incorporation and Bylaws of the Association.
- 2) No bicycles, tricycles, scooters, baby carriages or other similar vehicles or toys shall be allowed to remain in the Common Areas. The walkways, bridges, sidewalks and streets shall not be obstructed.
- 3) Any damage of the Common Areas, property, or equipment of the Association caused by any owner, his family member, guest, invitee or lessee shall be repaired or replaced at the expense of such owner.
- 4) An owner will not park or position his vehicle so as to prevent access to another lot. The owners, their families, guests, invitees, licensees, and lessees will obey the posted parking and traffic regulations installed for the safety and welfare of all owners.
- 5) No owner shall do or permit any assembling or disassembling of motor vehicles except within his garage. Each lot owner shall be required to clean his driveway of any oil or other fluid discharged by his motor vehicle.
- 6) No transmitting or receiving aerial or antenna shall be attached to or hung from any part of a lot or the common areas.
- 7) No clothesline or other similar device shall be allowed on any portion of the common areas.
- 8) All garbage and refuse from the lots shall be deposited with care in each owner's private garbage containers, which shall be placed so that are not visible from the roads or from adjoining units. No garbage or refuse shall be deposited in any Common Area for any reason, except on the correct days of the week for pickup and removal. No littering shall be done or permitted on the Association Property.

- 9) No motorcycle, truck that is not used for personal or family use, trailer, boat, van in excess of 17 feet in length, camper, motor home, bus, commercial vehicle of any type (i.e., any vehicle which has any exterior lettering or logo, or has tools or equipment), vehicles that are unlicensed or in disrepair, non-passenger van (i.e., any van which does not have a rear seat and side windows), or similar vehicle shall be parked on any part of the Common Areas or any Unit driveway, or designated parking space within VeronaWalk except: (1) within a garage, (2) commercial vehicles, vans or trucks delivering goods or furnishing services temporarily during the daylight hours, and (3) upon such portions of VeronaWalk as the Board may jointly, in their discretion, allow. Vehicles over eighty (80") inches in height, or those vans or trucks which do not have windows completely circling the vehicles exterior (similar to windows around a station wagon), and permanent installed seating for four or more passengers, shall be considered to be a prohibited vehicle, van or truck. The Association shall have the right to authorize the towing away of any vehicles in violation of this rule with the costs and fees, including attorney's fees, if any, to be borne by the vehicle owner or violator.
- 10) No garage doors shall be permitted to remain open except for temporary purposes, and the Board may adopt further rules for the regulation of the opening of garage doors.
- 11) Complaints regarding the management of the Association property, or regarding the actions of other Owners, their families, guests, or lessees shall be made in writing to the Association and shall be signed by the complaining Lot Owner.
- 12) Any consent or approval given under these Rules and Regulations by the Association may be modified, added to, or repealed in accordance with the Bylaws of the Association.

By Resolution of the Board of Directors of
Verona Walk Homeowners Association, Inc.

I/We have read the above Rules and Regulations as stated in the Declaration of Covenants for
Verona Walk Homeowners Association, Inc.

Date: _____

Signature: _____

Signature: _____

ARTICLE VIII - USE RESTRICTIONS

8.1. Residential Uses. The Units and Common Areas may be used only for residential, recreational, and those purposes provided in the DO, which allow certain flexibility in assigning and reassigning various land uses to the real property within VeronaWalk (which may include, without limitation, offices for any property manager retained by the Association or business offices for the Developer and the Association, and limited commercial capacities). Developer reserves the right and the power to assign and reassign various land uses to real property within VeronaWalk in accordance with the DO, or any amendments thereto, and to inaugurate and implement variations from, modifications to, or amendments of the IDO and any other governmental plans, land development regulations, development orders and development permits applicable to VeronaWalk. The declaration or other creating document for any Neighborhood Association may impose stricter standards than those contained in this Article. The Board shall have standing to enforce such standards.

8.2. Use Restrictions. The Board shall have the authority to make and enforce standards and restrictions governing the use of the Common Areas, in addition to those contained herein, and to impose reasonable user fees for use of the Recreational Facilities. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled, or modified in a regular or special meeting of the Association by Voting Members representing a majority of the Class "A" votes in the Association and by the vote of the Class "B" member, so long as such membership shall exist.

A. Signs. No sign, symbol, name, address, notice, or advertisement shall be inscribed or exposed on or at any window or other part of a Unit or Common Areas without the prior written approval of the Board. The Board or the Developer shall have the right to erect signs as they, in their sole discretion, deem appropriate.

B. Parking and Garages. Vehicles shall be parked only in the garages or in the driveways serving the Units or in the appropriate spaces or designated areas in which parking may be assigned, and then subject to the reasonable Rules and Regulations adopted by the Board. Vehicles shall not be parked overnight on Roads or swales. All commercial vehicles, recreational vehicles, trailers, campers, camper trailers, boats, watercraft, motorcycles, and boat trailers must be parked entirely within a garage unless otherwise approved by the Board. No garage shall be used as a living area. No garage shall be altered in such a manner that the number of automobiles which may be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

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

D. Animals and Pets. No animals may be raised, bred, or kept in any Unit, except that dogs, cats, or other household pets may be kept on the Unit, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board. Notwithstanding the foregoing, no animal may be kept in the Unit, which in the judgment of the Board results in a nuisance or is obnoxious to the residents in the vicinity. No Owner shall be permitted to maintain in his or her Unit any dog or dogs of mean or of violent temperament or otherwise evidencing such temperament. Pets shall not be permitted in any of the Common Areas unless under leash. Each pet owner shall be required to clean up after his or her pet. Each Owner by acquiring a Unit agrees to indemnify the Association, and hold it harmless against any loss or liability resulting from his or her, his or her family members, or his or her lessee's ownership of a pet. If a dog or any other animal becomes obnoxious to other Unit Owners by barking or otherwise, the Owner shall remedy the problem, or upon written notice from the Association, he or she will be required to dispose of the pet.

E. Nuisance. No Unit shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept in any Unit that will emit a foul or obnoxious odor or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property or to Verona Walk as a whole. No illegal, noxious, or offensive activity shall be carried on in any unit, nor shall anything be done thereon tending to cause a nuisance to any person using any property adjacent to the Unit. There shall not be maintained any plants, animals, devices, or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature

as may diminish or destroy the enjoyment of VeronaWalk.

F. Unsanitary Conditions. All weeds, rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from the Units, and shall not be allowed to accumulate thereon. All refuse containers (except on scheduled trash pick-up days), all machinery and equipment, and other similar items of personal property shall be obscured from view of adjoining streets, Units or Common Areas. All Units shall be kept in a clean and sanitary condition and no rubbish, refuse, or garbage shall be allowed to accumulate, or any fire hazard allowed to exist. In the event an Owner fails to maintain his Unit as required, for a period of at least thirty (30) days, the Association shall have the right, exercisable in its discretion, to clear any rubbish, refuse, or unsightly debris and/or growths from any Unit deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of VeronaWalk; provided, however, that at least fifteen (15) days prior notice shall be given by the Association to the Owner of such Unit before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the usury laws of the State of Florida, shall be charged to the Owner and shall become a lien on the Unit, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in this Declaration.

G. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of VeronaWalk, including any Unit, without the prior written approval of the ACC.

H. Subdivision of Unit. Units shall not be further subdivided or separated by any Owner, and no portion less than all of any such Unit, nor any easement shall be conveyed or transferred by an Owner, provided, however, that this shall not prevent corrective deeds, deeds to resolve boundary disputes and other similar corrective instruments. Developer, however, hereby expressly reserves the right to subdivide, replat, or otherwise modify the boundary lines of any Unit or Units owned by the Developer. Any such division, boundary line change, or replating shall not be in violation of the applicable County subdivision and zoning regulations.

I. Pools. No above-ground pools shall be erected, constructed, or installed on any Unit.

J. Irrigation. No sprinkler or irrigation systems of any type which draw water from lakes, rivers, ponds, canals or other ground or surface waters shall be installed, constructed or operated by an Owner within VeronaWalk unless prior written approval from the ACC has been obtained.

K. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person, other than the Developer, the Master Association, the Association, or the South Florida

Water Management District, may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Developer hereby reserves a perpetual easement across the Committed Lands for the purpose of altering drainage and water flow. Septic systems are prohibited in Verona Walk.

L. Tree Removal. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the ACC.

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

N. Lighting. Except for seasonal decorative lights, which may be displayed between December 1 and January 10 only, all exterior lights must be approved by the ACC.

O. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of a Unit. Exterior sculpture, fountains, flags, and similar items must be approved by the ACC. No approval shall be required to display one (1) U. S. flag attached to a pole or dowel not larger than 1 inch in diameter which is wall mounted adjacent to the garage door of a Unit.

P. Energy Conservation Equipment. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and domestic Water Systems. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the ACC. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than 1.5 feet above the surface of the roof of a Unit; and all such equipment shall be painted consistent with the color scheme of the roof of the Unit. This provision is not intended to prohibit the use of solar energy devices.

Q. Lakes and Water Bodies. All lakes, canals, and water bodies within the Committed Lands shall be primarily aesthetic amenities and all other uses thereof, including, without limitation, fishing, boating, swimming, playing, or use of personal flotation devices, shall be subject to the Rules and Regulations of the Board. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, canals, or water bodies within the Committed Lands.

R. Recreational Facilities. All recreational facilities and playgrounds furnished by the Association or erected within the Committed Lands, if any, shall be used at the risk of the user, and the Association shall not be held liable to any person or persons for any claim, damage, or injury occurring thereon or related to use thereof.

S. Business Use. The Units shall be used solely for Single Family purposes. Nothing herein shall be deemed to prevent an Owner from leasing a home to a Single Family, subject to all of the terms, conditions, and covenants contained in this Declaration. The Units shall not be used in any trade, business, professional, or commercial capacity. Nothing contained herein shall prohibit the Developer from carrying on any and all types of construction activity necessary to complete Verona Walk, including the construction and operation of sales models and office by the Developer until all of the Units have been sold.

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

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

V. Hurricane Season. Each Unit Owner who intends to be absent from his home during the hurricane season (June 1 - November 30 of each year) shall prepare his Unit prior to his departure by doing the following:

(i) Removing all furniture, potted plants, and other movable objects from his yard; and

(ii) Designating a responsible person or firm, satisfactory to the Association, to care for his Unit should it suffer hurricane damage. Such person or firm shall also contact the Association for permission to install temporary hurricane shutters, which must be removed when no longer necessary for storm protection. At no time shall hurricane shutters be permanently installed, without the consent of the ACC.

W. Golf Carts. All golf carts leased, owned, or otherwise used by Owners may be parked, placed, or stored only in the Unit garages. No golf cart shall be placed, parked, or stored on the lawn of any Unit or on any portion of the Common Areas, unless such area is specifically

designated as a golf cart parking area by the Board. No golf cart shall be driven outside the entrance area or boundaries of VeronaWalk. Owners of golf carts, by operating same within VeronaWalk shall be presumed to have released the Developer and the Association of all liability arising from an Owner's use of his golf cart. Each year, the Owners of golf carts shall provide the Association with proof of liability insurance in connection with the operation of their golf carts, and such insurance shall have such limits as shall be approved by the Association in its sole discretion. Each such insurance policy shall name the Association as an additional insured, and shall provide the Association with thirty (30) days notice prior to it's cancellation. An Owner who uses a golf cart shall be held fully responsible for any and all damages resulting from the misuse of a golf cart caused by the Owner, his family members, guests, licensees, invitees, employees, or agents, and the Owner shall reimburse the Association for any and all damages the Association may sustain by reason of such misuse. Such damages shall be collectible as a Special Assessment pursuant to the procedures for such assessments set forth herein.

X. Rules and Regulations. The Unit Owners shall abide by each and every Rule and Regulation promulgated from time to time by the Board. The Board shall give an Owner in violation of the Rules and Regulations, written notice of the violation by U.S. Certified Mail, return receipt requested, and fifteen (15) days in which to cure the violation. Should the Association be required to seek enforcement of any provision of this Declaration or the Rules and Regulations and prevail in such action, then the offending Unit Owner (for himself or for his family, guests, invitees, or lessees) shall be liable to the Association for all costs incurred in the enforcement action, including reasonable attorneys' fees, whether incurred in trial or appellate proceedings or otherwise.

I, We have read the above ARTICLE VIII-USE RESTRICTIONS as stated in the Declaration of Covenants for VeronaWalk Homeowners Association, Inc.

Date: _____

Signature: _____

Signature: _____



The VeronaWalk of Naples Fitness Center is a community amenity. All owners, residents, family members and guests of owners or residents, age 16 years and older, have the right to use the Fitness Center without paying a specific fee. Persons age 13 up to 15, who have had a session with a personal trainer on the proper use of equipment may also use the Fitness Center, but must be accompanied by an adult guardian who will assume full responsibility for the individual while using equipment and machinery in the Fitness Center. No persons under the age of 13 are allowed in the Fitness Center.

The Fitness Center has equipment and machinery which provide cardiovascular and strength training benefits to help promote better health for the participant. The use of the equipment and machinery in the Fitness Center can, nonetheless, be a potentially hazardous activity. The risk of injury or even death may arise from the improper use of the equipment and machinery or from use by a person who may not be physically fit or in good physical health or for other reasons.

Any person who uses the Fitness Center should be evaluated by a physician and assured that participating in stressful physical activity is in his or her best interest. The responsibility to receive medical clearance rests exclusively with the person using the Fitness Center, and will continue to be the obligations of the participant as long as he or she uses the Fitness Center.

The Fitness Center is an unsupervised amenity and each person using the Fitness Center is assuming any risk associated with using equipment and machinery in the Fitness Center. Personal trainers at the Fitness Center are independent contractors who may provide assistance to a participant on the activities which are best suited for a particular personal fitness situation. The Fitness Center is not responsible for the advice or actions of any personal trainer. A list of personal trainers who can participate in the VeronaWalk of Naples HOA Fitness Center is available from the Activities Director. All personal trainers employed by a Fitness Center participant are at the participant's own expense and at their own risk.

By my signature below I am accepting responsibility for the keyed access to the Fitness Center. I am releasing the VeronaWalk of Naples HOA from any and all obligations and liabilities including injury or even death from said use of the Fitness Center by myself, family members and guests.

Street Number

Street Name

Printed Name of Owner / Approved Resident Receiving the Key

Signature of Owner / Approved Resident Receiving the Key

Date

VeronaWalk Homeowners Association, Inc.
8090 Sorrento Lane, Ste. #1
Naples, FL 34114

RULES AND REGULATIONS
(revised 7/08)

The definitions contained in the Declaration of Covenants and Restrictions for VeronaWalk are incorporated herein as part of these Rules and Regulations.

- 1) The owners and lessees of each lot shall abide by each and every term and provision of the Declaration of Covenants and Restrictions, and each and every term and provision of the Articles of Incorporation and Bylaws of the Association.
- 2) No bicycles, tricycles, scooters, baby carriages or other similar vehicles or toys shall be allowed to remain in the Common Areas. The walkways, bridges, sidewalks and streets shall not be obstructed.
- 3) Any damage of the Common Areas, property, or equipment of the Association caused by any owner, his family member, guest, invitee or lessee shall be repaired or replaced at the expense of such owner.
- 4) An owner will not park or position his vehicle so as to prevent access to another lot. The owners, their families, guests, invitees, licensees, and lessees will obey the posted parking and traffic regulations installed for the safety and welfare of all owners.
- 5) No owner shall do or permit any assembling or disassembling of motor vehicles except within his garage. Each lot owner shall be required to clean his driveway of any oil or other fluid discharged by his motor vehicle.
- 6) No transmitting or receiving aerial or antenna shall be attached to or hung from any part of a lot or the common areas.
- 7) No clothesline or other similar device shall be allowed on any portion of the common areas.
- 8) All garbage and refuse from the lots shall be deposited with care in each owner's private garbage containers, which shall be placed so that are not visible from the roads or from adjoining units. No garbage or refuse shall be deposited in any Common Area for any reason, except on the correct days of the week for pickup and removal. No littering shall be done or permitted on the Association Property.

9) No motorcycle, truck that is not used for personal or family use, trailer, boat, van in excess of 17 feet in length, camper, motor home, bus, commercial vehicle of any type (i.e., any vehicle which has any exterior lettering or logo, or has tools or equipment), vehicles that are unlicensed or in disrepair, non-passenger van (i.e., any van which does not have a rear seat and side windows), or similar vehicle shall be parked on any part of the Common Areas or any Unit driveway, or designated parking space within VeronaWalk except: (1) within a garage, (2) commercial vehicles, vans or trucks delivering goods or furnishing services temporarily during the daylight hours, and (3) upon such portions of VeronaWalk as the Board may jointly, in their discretion, allow. Vehicles over eighty (110") inches in height, or those vans or trucks which do not have windows completely circling the vehicles exterior (similar to windows around a station wagon), and permanent installed seating for four or more passengers, shall be considered to be a prohibited vehicle, van or truck. The Association shall have the right to authorize the towing away of any vehicles in violation of this rule with the costs and fees, including attorney's fees, if any, to be borne by the vehicle owner or violator.

10) No garage doors shall be permitted to remain open except for temporary purposes, and the Board may adopt further rules for the regulation of the opening of garage doors.

11) Complaints regarding the management of the Association property, or regarding the actions of other Owners, their families, guests, or lessees shall be made in writing to the Association and shall be signed by the complaining Lot Owner.

12) Any consent or approval given under these Rules and Regulations by the Association may be modified, added to, or repealed in accordance with the Bylaws of the Association.

By Resolution of the Board of Directors of Verona
Walk Homeowners Association, Inc.

APPLICANT'S COPY

ARTICLE VIII - USE RESTRICTIONS

8.1. Residential Uses. The Units and Common Areas may be used only for residential, recreational, and those purposes provided in the DO, which allow certain flexibility in assigning and reassigning various land uses to the real property within VeronaWalk (which may include, without limitation, offices for any property manager retained by the Association or business offices for the Developer and the Association, and limited commercial capacities). Developer reserves the right and the power to assign and reassign various land uses to real property within VeronaWalk in accordance with the DO, or any amendments thereto, and to inaugurate and implement variations from, modifications to, or amendments of the HDO and any other governmental plans, land development regulations, development orders and development permits applicable to VeronaWalk. The declaration or other creating document for any Neighborhood Association may impose stricter standards than those contained in this Article. The Board shall have standing to enforce such standards.

8.2. Use Restrictions. The Board shall have the authority to make and enforce standards and restrictions governing the use of the Common Areas, in addition to those contained herein, and to impose reasonable user fees for use of the Recreational Facilities. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled, or modified in a regular or special meeting of the Association by Voting Members representing a majority of the Class "A" votes in the Association and by the vote of the Class "B" member, so long as such membership shall exist.

A. Signs. No sign, symbol, name, address, notice, or advertisement shall be inscribed or exposed on or at any window or other part of a Unit or Common Areas without the prior written approval of the Board. The Board or the Developer shall have the right to erect signs as they, in their sole discretion, deem appropriate.

B. Parking and Garages. Vehicles shall be parked only in the garages or in the driveways serving the Units or in the appropriate spaces or designated areas in which parking may be assigned, and then subject to the reasonable Rules and Regulations adopted by the Board. Vehicles shall not be parked overnight on Roads or swales. All commercial vehicles, recreational vehicles, trailers, campers, camper trailers, boats, watercraft, motorcycles, and boat trailers must be parked entirely within a garage unless otherwise approved by the Board. No garage shall be used as a living area. No garage shall be altered in such a manner that the number of automobiles which may be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

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

D. Animals and Pets. No animals may be raised, bred, or kept in any Unit, except that dogs, cats, or other household pets may be kept on the Unit, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board. Notwithstanding the foregoing, no animal may be kept in the Unit, which in the judgment of the Board results in a nuisance or is obnoxious to the residents in the vicinity. No Owner shall be permitted to maintain in his or her Unit any dog or dogs of mean or of violent temperament or otherwise evidencing such temperament. Pets shall not be permitted in any of the Common Areas unless under leash. Each pet owner shall be required to clean up after his or her pet. Each Owner by acquiring a Unit agrees to indemnify the Association, and hold it harmless against any loss or liability resulting from his or her, his or her family member's, or his or her lessee's ownership of a pet. If a dog or any other animal becomes obnoxious to other Unit Owners by barking or otherwise, the Owner shall remedy the problem, or upon written notice from the Association, he or she will be required to dispose of the pet.

E. Nuisance. No Unit shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept in any Unit that will emit a foul or obnoxious odor or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property or to VeronaWalk as a whole. No illegal, noxious, or offensive activity shall be carried on in any unit, nor shall anything be done thereon tending to cause a nuisance to any person using any property adjacent to the Unit. There shall not be maintained any plants, animals, devices, or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature

as may diminish or destroy the enjoyment of VeronaWalk.

F. Unightly Conditions. All weeds, rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from the Units, and shall not be allowed to accumulate thereon. All refuse containers (except on scheduled trash pick-up days), all machinery and equipment, and other similar items of personal property shall be obscured from view of adjoining streets, Units or Common Areas. All Units shall be kept in a clean and sanitary condition and no rubbish, refuse, or garbage shall be allowed to accumulate, or any fire hazard allowed to exist. In the event an Owner fails to maintain his Unit as required, for a period of at least thirty (30) days, the Association shall have the right, exercisable in its discretion, to clear any rubbish, refuse, or unsightly debris and/or growths from any Unit deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of VeronaWalk; provided, however, that at least fifteen (15) days prior notice shall be given by the Association to the Owner of such Unit before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the usury laws of the State of Florida, shall be charged to the Owner and shall become a lien on the Unit, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in this Declaration.

G. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of VeronaWalk, including any Unit, without the prior written approval of the ACC.

H. Subdivision of Unit. Units shall not be further subdivided or separated by any Owner, and no portion less than all of any such Unit, nor any easement shall be conveyed or transferred by an Owner, provided, however, that this shall not prevent corrective deeds, deeds to resolve boundary disputes and other similar corrective instruments. Developer, however, hereby expressly reserves the right to subdivide, replat, or otherwise modify the boundary lines of any Unit or Units owned by the Developer. Any such division, boundary line change, or replatting shall not be in violation of the applicable County subdivision and zoning regulations.

I. Pools. No above-ground pools shall be erected, constructed, or installed on any Unit.

J. Irrigation. No sprinkler or irrigation systems of any type which draw water from lakes, rivers, ponds, canals or other ground or surface waters shall be installed, constructed or operated by an Owner within VeronaWalk unless prior written approval from the ACC has been obtained.

K. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person, other than the Developer, the Master Association, the Association, or the South Florida

Water Management District, may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Developer hereby reserves a perpetual easement across the Committed Lands for the purpose of altering drainage and water flow. Septic systems are prohibited in VeronaWalk.

L. Tree Removal. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the ACC.

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

N. Lighting. Except for seasonal decorative lights, which may be displayed between December 1 and January 10 only, all exterior lights must be approved by the ACC.

O. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of a Unit. Exterior sculpture, fountains, flags, and similar items must be approved by the ACC. No approval shall be required to display one (1) U. S. flag attached to a pole or dowel not larger than 1 inch in diameter which is wall mounted adjacent to the garage door of a Unit.

P. Energy Conservation Equipment. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and Domestic Water Systems. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the ACC. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than 1.5 feet above the surface of the roof of a Unit; and all such equipment shall be painted consistent with the color scheme of the roof of the Unit. This provision is not intended to prohibit the use of solar energy devices.

Q. Lakes and Water Bodies. All lakes, canals, and water bodies within the Committed Lands shall be primarily aesthetic amenities and all other uses thereof, including, without limitation, fishing, boating, swimming, playing, or use of personal flotation devices, shall be subject to the Rules and Regulations of the Board. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, canals, or water bodies within the Committed Lands.

R. Recreational Facilities. All recreational facilities and playgrounds furnished by the Association or erected within the Committed Lands, if any, shall be used at the risk of the user, and the Association shall not be held liable to any person or persons for any claim, damage, or injury occurring thereon or related to use thereof.

S. Business Use. The Units shall be used solely for Single Family purposes. Nothing herein shall be deemed to prevent an Owner from leasing a home to a Single Family, subject to all of the terms, conditions, and covenants contained in this Declaration. The Units shall not be used in any trade, business, professional, or commercial capacity. Nothing contained herein shall prohibit the Developer from carrying on any and all types of construction activity necessary to complete VeronaWalk, including the construction and operation of sales models and offices by the Developer until all of the Units have been sold.

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

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

V. Hurricane Season. Each Unit Owner who intends to be absent from his home during the hurricane season (June 1 - November 30 of each year) shall prepare his Unit prior to his departure by doing the following:

(i) Removing all furniture, potted plants, and other movable objects from his yard; and

(ii) Designating a responsible person or firm, satisfactory to the Association, to care for his Unit should it suffer hurricane damage. Such person or firm shall also contact the Association for permission to install temporary hurricane shutters, which must be removed when no longer necessary for storm protection. At no time shall hurricane shutters be permanently installed, without the consent of the ACC.

W. Golf Carts. All golf carts leased, owned, or otherwise used by Owners may be parked, placed, or stored only in the Unit garages. No golf cart shall be placed, parked, or stored on the lawn of any Unit or on any portion of the Common Areas, unless such area is specifically

designated as a golf cart parking area by the Board. No golf cart shall be driven outside the entrance area or boundaries of VeronaWalk. Owners of golf carts, by operating same within VeronaWalk shall be presumed to have released the Developer and the Association of all liability arising from an Owner's use of his golf cart. Each year, the Owners of golf carts shall provide the Association with proof of liability insurance in connection with the operation of their golf carts, and such insurance shall have such limits as shall be approved by the Association in its sole discretion. Each such insurance policy shall name the Association as an additional insured, and shall provide the Association with thirty (30) days notice prior to its cancellation. An Owner who uses a golf cart shall be held fully responsible for any and all damages resulting from the misuse of a golf cart caused by the Owner, his family members, guests, licensees, invitees, employees, or agents, and the Owner shall reimburse the Association for any and all damages the Association may sustain by reason of such misuse. Such damages shall be collectible as a Special Assessment pursuant to the procedures for such assessments set forth herein.

X. Rules and Regulations. The Unit Owners shall abide by each and every Rule and Regulation promulgated from time to time by the Board. The Board shall give an Owner in violation of the Rules and Regulations, written notice of the violation by U.S. Certified Mail, return receipt requested, and fifteen (15) days in which to cure the violation. Should the Association be required to seek enforcement of any provision of this Declaration or the Rules and Regulations and prevail in such action, then the offending Unit Owner (for himself or for his family, guests, invitees, or lessees) shall be liable to the Association for all costs incurred in the enforcement action, including reasonable attorneys' fees, whether incurred in trial or appellate proceedings or otherwise.



VERONAWALK HOMEOWNERS' ASSOCIATION

Town Manager's Office

Office - 239-774-0026; FAX - 239-430-0022

Owner(s): _____ Closed: _____

Property Address: _____

House Phone #: _____ Name _____

Cell Phone (Primary): _____ Name _____

Cell Phone (Secondary): _____ Name _____

Work Phone #: _____ Name _____

E-Mail Address: _____

Alternate Address: _____

Emergency Contact: _____

Name _____ Phone _____

RENTAL INFORMATION <i>(If appropriate)</i>		CURRENT LEASE TERM: <i>From:</i> _____ <i>to:</i> _____	
Primary Tenant(s): _____			
Renewal	<i>From:</i> _____	<i>to:</i> _____	Relationship
House Phone #:	_____	Name	_____
Cell Phone (Primary)	_____	Name	_____
Cell Phone (Secondary)	_____	Name	_____
Work Phone #:	_____	Name	_____

ADDITIONAL OCCUPANTS <i>("Single Family Rule" applies)</i>		(children)	Relationship
Name	_____	Age	_____
Name	_____	Age	_____
Name	_____	Age	_____
Name	_____	Age	_____

PERMANENT GUESTS *(limit of 5)*

1 _____

2 _____

3 _____

4 _____

5 _____

VEHICLE INFORMATION

Tag	State	Last Name	First Name
_____	_____	_____	_____
Make	Model	Year	Color
_____	_____	_____	_____
Barcode #	_____		

Tag	State	Last Name	First Name
_____	_____	_____	_____
Make	Model	Year	Color
_____	_____	_____	_____
Barcode #	_____		

Tag	State	Last Name	First Name
_____	_____	_____	_____
Make	Model	Year	Color
_____	_____	_____	_____
Barcode #	_____		