

VeroLago Homeowners Association **Rules & Regulations**

The Rules & Regulations listed herein are a supplement to the Association Governing Documents and related documents of the VeroLago Homeowners Association. We hope you will recognize the following Rules & Regulations as additional tools to keep VeroLago Homeowners Association beautiful, and make the community a pleasant living environment for all its residents.

These Rules & Regulations have been promulgated and approved by the Board of Directors for the VeroLago Homeowners Association in accordance with the Governing Documents.

Insurance Coverage

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. 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 Area 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 Area. Such insurance policy or policies shall name the Association as an additional insured.

Pet Policy

All pets must be registered with the Association. All pets must be cared for and restrained so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions, and are not permitted to run loose at any time but must be restrained on a leash not to exceed ten (10) feet in length and must be attended by a responsible person while on the Common Elements. No pets may be tied out on the Common Elements. No animals may be kept or bred for commercial purposes. Each Owner is responsible for collection and disposition of all fecal matter deposited by any animal maintained by such Owner.

Florida Statute Chapter 64E-9 Public Swimming Pools and Bathing Places 64E-9.008 (7)
Rules and Regulations

1. NO ... animals in pool or on pool deck.

Lakes

All Lake Lot Owners are prohibited from disturbing or removing any vegetation within the Lake Bank Zone to the lake deep cut line without the prior written approval of the SJRWMD. A copy of any such approval shall be provided to the Association. All Lake Lot Owners are prohibited from disturbing or removing the "cluster" landscaping located in the rear of the Lots near the Lake Bank Zones and the street trees without the prior approval of the Association.

No boats or other water vehicle or craft shall be permitted on such waterways. No wading, swimming or fishing shall be permitted in such waterways. Subject to the provisions of this Declaration, and applicable law, the Association shall have the right and, to the extent required by the terms of Section 7.13 or any applicable governmental permit or ordinance as permitted by law, the obligation, to control the growth and eradication of plants, fowl, reptiles, animals, fish, and fungi in and on such waterways. Any boat ramp lake access easements dedicated on the Plat or otherwise are for the purpose of accessing the Lakes to perform lake maintenance and to perform storm water management and drainage facilities maintenance. Owners, their guests, invitees, tenants and other persons are specifically prohibited from utilizing the boat ramps for accessing any Lake for any reason. Nothing shall be planted in any boat ramp easement other than sod.

Landscaping

No Homeowner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements. No Homeowner shall cut down or trim any tree located on the VeroLago Premises without prior written approval of the Association.

Homeowners are prohibited from disturbing or removing the "cluster" landscaping located the street trees without the prior approval of the Association and any applicable Governmental Authority.

Weapons

No Owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his or her family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots or other similar weapons, projectiles or devices anywhere on or about the VeroLago Homeowners.

Leasing

Leases are allowed but limited to six months minimum term; no more than two times in any 12 months except with the Board's prior written consent. Homes may be leased only in their entirety. Owner shall notify the Board within ten days of the signing of the lease and shall provide a copy to the Board. Lease shall include an acknowledgement of the tenant and all occupants' agreement to comply with the governing documents. Owner is required to furnish tenant with a copy of the governing documents. Owner shall be responsible for monitoring, enforcement and compliance with governing documents by the tenant.

Noise

Use or discharge of any radio, loudspeaker, horn, whistle, bell or other sound device so as to be an unreasonable source of annoyance as the Board may determine to occupants of other lots, except alarm devices used exclusively for security purposes is prohibited. Any activity which generates a level of noise audible to occupants of other lots while inside their dwellings (including, without limitation, lawn maintenance, recreational activities, games, parties, music, and other activities conducted outdoors on porches or lanais) between the hours of 11:00 p.m. and 8:00 a.m. is prohibited.

Yard Sales

Any yard sale, garage sale, moving sale, rummage sale, or similar activity is prohibited. The Board may designate for such activities to be conducted on a community wide basis.

Collection Policy

The payment of annual assessments are payable in quarterly installments. The payment of an assessment will be deemed in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date. Each installment in default for 15 or more days will be charged a late fee on a monthly basis until all fees, including late charges, and other costs of collection, are paid in full. Any Association account that becomes delinquent in an amount equal to or greater than three months' Association fees shall be subject to a lien on the property, and all applicable legal fees for the placement of a lien and the subsequent collection of the delinquency will be assessed to the corresponding Owner's account. Any account that remains delinquent and exceeds an amount equal to or greater than six months Association fees shall be subject to foreclosure action, and all applicable fees shall be charged to the Owner's account as defined in the Governing Documents and state law. An Owner while in default of payment will not be entitled to vote at any meeting of the Association or enjoy the use and benefit of all common areas.

Rule Enforcement and Violation

Article VII, Section 7.4 of the Association's Governing Documents provide for monetary fines when there is a violation of the Governing Documents, and existing Rules and Regulations of the Association. The process for notification of violations and the fining of these violations is as follows:

1. **NOTICE**-Notice of the violation must be delivered personally to the Owner or mailed via First Class and/or Certified Mail. The notice shall contain the provision violated, together with a factual description of the alleged offense. State statutes provide for daily fines up to \$1,000.00 total.
2. **OPPORTUNITY TO DEFEND**-The offending Owner shall have an opportunity to appear before the Board or submit a written response to the Notice of Violation and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, or at a special meeting called for such purpose, but in no event shall the Owner be required to appear less than 10 days from the date of the notice.
3. **DEFAULT**-Failure to respond to the Notice of Violation shall constitute a default.

4. **HEARING AND DECISION**-Upon either the Owner's written response or appearance or his or her appearance before the Board and presentation of evidence of defense, or in the event of the Owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.
5. **AMOUNTS**-Directly following a determination by the Board that a violation has occurred, the following fines shall be assessed:

FIRST VIOLATION-No fine shall be levied.

SECOND VIOLATION-Seventy-five (\$75.00) Dollar Fine.

THIRD VIOLATION-One Hundred (\$100.00) Dollar Fine.

FOURTH VIOLATION AND SUBSEQUENT VIOLATIONS-One Hundred Twenty-five (\$125.00) Dollar Fine.

The Board may impose a fine against the Owner for each violation. Each day of noncompliance shall be treated as a separate violation and there is no cap on the aggregate amount the Board may fine an Owner, tenant, guest or invitee. All monies received from fines shall be allocated as directed by the Board of Directors of Directors.

6. **COLLECTION**-The fines levied shall be assessed against the Owner and shall be due and payable together with the next VeroLago Homeowners Association assessment due. Failure to pay the fine will subject the Owner to all liabilities set forth in the VeroLago Homeowners Association, governing documents, including late fees, lien and foreclosure.
7. If the Owner does not rectify the violation cited by the Board of Directors in a timely manner, the Association will make the change necessary to bring the Owner back into compliance and will charge the Owner for the costs relating to such actions.