

**CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
VILLA VERONA HOMEOWNERS ASSOCIATION, INC. AT THE VINEYARDS**

WE HEREBY CERTIFY that the following amendment to the Declaration of Covenants, Conditions and Restrictions of the Villa Verona Homeowners Association, Inc. at the Vineyards, recorded in Official Record Book 1799, Pages 511 through 553, inclusive, of the Public Records of Collier County, Florida, was duly approved and adopted at the Annual Meeting of the membership held on January 16, 2014, by vote of the membership as prescribed in Section 12.02 of the Declaration of Covenants, Conditions and Restrictions of the Villa Verona Homeowners Association, Inc.:

Additions indicated by underline

Deletions indicated by ~~striking through~~

**9.08 Establishment of Lien.** Any and all Assessments, together with interest at a rate not to exceed the lesser of (a) the highest rate allowed by applicable usury law, or (b) eighteen percent (18%) per annum, as computed from the date the delinquency first occurs, and such late charges and fines as may be established by the Board of Directors and costs and reasonable attorneys' fees shall be a charge on the Unit and shall be a continuing lien upon the Unit against which such Assessment is made. Each Assessment, together with interest, late charges, costs and reasonable attorneys' fees shall also be the personal obligation of the Owner of such Unit at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, ~~except no Institutional Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrue prior to such acquisition of title.~~

Upon recording a Claim of Lien ~~notice of lien~~ on any Unit, there shall exist a perfected lien for unpaid Assessments prior and superior to all other liens, ~~except (1) all taxes, bonds, assessments and other levies which by law would be superior thereto, and (2) the lien or charge of any first mortgage of record (meaning any recorded Mortgage with first priority over other mortgages) made in good faith and for value with an Institutional Mortgagee.~~ Any impairment of the superior lien of the Villa Verona Homeowners Association based on the language of Chapter 720, Florida Statutes governing homeowner associations, as amended from time to time, shall be narrowly read so as to preserve the priority of any unpaid assessments, whether common or special, interest, fees, charges and costs, including, but not limited to attorney fees and costs, and said assessments, interest, fees, charges and shall only be subordinate to the interests of another, such as a first mortgage holder, as specifically stated in Chapter 720, Florida Statutes, as amended. Such lien, ~~when delinquent,~~ may be enforced by suit, judgment and foreclosure. The Villa Verona Homeowners Association, acting on behalf of its Members, shall have the power to bid for the Unit, as applicable, at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a Unit is owned by the Villa Verona Homeowners Association following foreclosure: (a) no right to vote shall be exercised on its behalf; and (b) ~~no Assessments shall be levied on it, and~~ (c) each other Unit shall be charged,

in addition to its usual Assessment, its equal pro rata share of the Assessments that would have been charged such Unit had it not been acquired by the Villa Verona Homeowners Association as a result of foreclosure if the Unit is not generating sufficient income to pay its prorata share of the Assessment. A ~~s~~Suit to recover a money judgment for unpaid Assessments, interest, late fees and attorneys' fees and costs shall be maintainable without foreclosing or waiving the lien securing the same.

**9.11 Statement of Status of Assessments.** Upon ten (10) days written notice to the Treasurer or the Villa Verona Homeowners Association or the manager and payment of the processing fee set by the Villa Verona Homeowners Association from time to time, ~~not to exceed fifty dollars (\$50);~~ any owner or Institutional Mortgagee of a Unit may request confirmation form the Villa Verona Homeowners Association setting forth:

(a) The amount of any unpaid Assessments (whether Base, Special, or Individual), interest, late charges, costs, expenses and attorneys' fees then existing against a particular Unit;

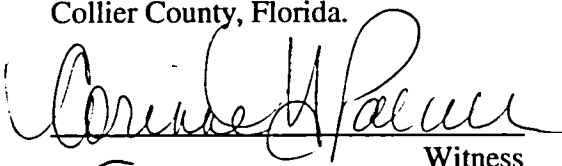
(b) The amount of the current period installments of the Base Assessment and the date through which they are paid; and

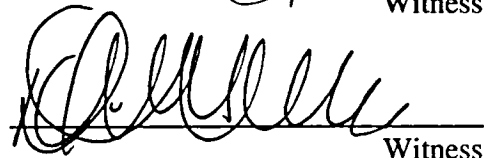
(c) Any other information deemed proper by the Villa Verona Homeowners Association; however, the Villa Verona Homeowners Association shall not be required to modify, alter, or otherwise create and/or provide any document, ledger, statement, or other information in a form different than maintained in the ordinary course of business of the Villa Verona Homeowners Association.

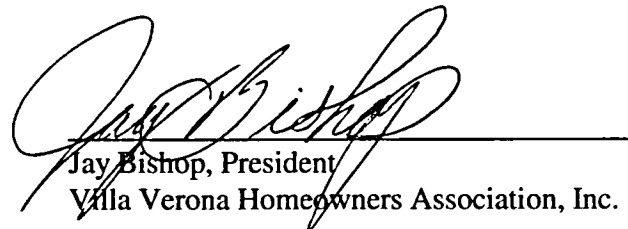
The information contained in such statement, when signed by an officer of the Villa Verona Homeowners Association, shall be conclusive upon the Villa Verona Homeowners Association as to the person or persons whom such statement is issued an who rely on it in good faith.

~~Prior to the issuance of such a statement, the Villa Verona Homeowners Association may request the name of any proposed transferee of the Unit and the scheduled closing date. This will permit the records of the Villa Verona Homeowners Association to accurately identify Members.~~

IN WITNESS THEREOF we have affixed our hands this 22 day of January, 2014, in Collier County, Florida.

  
Witness

  
Witness

  
Jay Bishop, President  
Villa Verona Homeowners Association, Inc.

[Signature]  
Witness

[Signature]  
Linda Beaudreault, Secretary  
Villa Verona Homeowners Association, Inc.

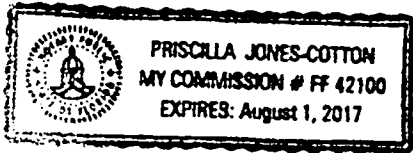
[Signature]  
Witness

STATE OF FLORIDA  
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Jay Bishop, the President of the Villa Verona Homeowners Association, Inc., a Florida non profit corporation, freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of January, 2014.

(SEAL)



[Signature]  
Notary Public  
Priscilla Jones-Cotton

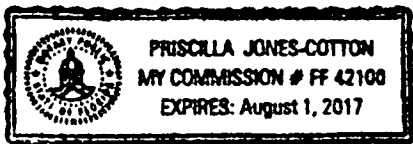
(Print, Type or Stamped Commissioned Name of Notary Public)  
Personally Known  or Produced Identification   
Type of Identification Produced Florida drivers license

STATE OF FLORIDA  
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Linda Beaudreault, the Secretary, of the Villa Verona Homeowners Association, Inc., a Florida non profit corporation, freely and voluntarily under authority duly vested in her by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of January, 2014.

(SEAL)



[Signature]  
Notary Public  
Priscilla Jones-Cotton

(Print, Type or Stamped Commissioned Name of Notary Public)  
Personally Known  or Produced Identification   
Type of Identification Produced Florida drivers license