



MARKUP #1 ->

MARKUP #1 · CONFLICTS WITH MANDATORY STATE STATUTE

BOARD & COUNSEL REVIEW

13.3 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

13.4 Sprinklers and Irrigation. Each Owner shall be responsible to irrigate his or her Lot and maintain the sprinkler system within his or her Lot.

13.5 Landscape Replacement. Each Owner shall be responsible to replace any dead, dying, diseased or removed landscaping within such Owner's Lot, at such Owner's sole cost and expense.

13.6 Drain Swale Maintenance. Developer has constructed a drainage swale upon Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. Each Owner, including Builders, shall be responsible for the maintenance, operation, and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the drainage swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the SJRWMD. Filling, excavation, construction of fences, or otherwise obstructing the surface water flow in the drainage swales is prohibited. No alteration of the drainage swales shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner upon which the drainage swale is located.

14. Use Restrictions. Each Owner must comply with the following:

14.1 Alterations and Additions. No alteration, addition or modification to a Parcel, Lot or Home, or change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

14.2 Animals. No animals of any kind shall be raised, bred or kept within Verona Trace for commercial purposes. Association may prohibit breeds of dogs that the Board considers dangerous in its sole discretion. Otherwise, Owners may keep domestic pets up to a limit of two (2) such pets, up to seventy (70) pounds per pet, per Home and as permitted by County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Home, as approved by the ACC. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Verona Trace designated for such purpose, if provided by Association, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

14.3 Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Parcel, Lot or Home unless approved by the ACC.

14.4 Canvas Canopies. Association shall be responsible for the removal of all canvas canopies including, but not limited to, mailbox and entrance canopies located within the Common Areas in the event winds are forecasted to exceed fifty (50) miles per hour. The expense of such removal shall be part of Operating Costs of Association. Additionally, under the same wind conditions, each Owner shall be responsible, at his or her sole cost and expense, for the removal of all canvas canopies located within his or her respective Home and yard.

14.5 Cars and Trucks.

14.5.1 Parking. Owners' automobiles shall be parked in the garage or driveway, if provided, and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of Verona Trace or a Lot except on the surfaced parking area thereof. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale. To the extent Verona Trace has any guest parking, Owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than three-quarter (3/4) ton shall be parked in Verona Trace except during the period of a delivery. Recreational vehicles, personal street vans, personal trucks of three-quarter (3/4) ton capacity or smaller, and personal vehicles that can be appropriately parked within the driveway of a Home (not blocking the sidewalk) may be parked in Verona Trace.

14.5.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on Verona Trace for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within Verona Trace, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

14.5.3 Prohibited Vehicles. No commercial vehicle, limousines, recreational vehicle, boat, trailer including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description,

Verona Trace
Declaration
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Sec. 14.5.3 (p. 19): Parking clause restricts pickup trucks or authorized work vehicles in direct violation of Fla. Stat. § 720.3075(3) (HB 1203).

Statutory / Legal Reference: Fla. Stat. § 720.3075(3)

Statutory Comparison: Fla. Stat. § 720.3075 as amended by HB 1203 renders unenforceable any covenant that prohibits an owner from parking a personal vehicle, including a pickup truck, or an emergency service/work vehicle in their driveway.

CURRENT WORDING IN DOCUMENT:

Prohibited Vehicles. No commercial vehicle, limousines, recreational vehicle, boat, trailer including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, Verona Trace Declaration 14 DM2\43593 I.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Notwithstanding any provision herein to the contrary, personal pickup trucks, law enforcement vehicles, emergency services vehicles, and work vehicles operated by a resident or owner may be parked in the resident's designated driveway or parking area, pursuant to Fla. Stat. § 720.3075.

ISSUE #1