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6 **AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,**  
7 **RESTRICTIONS AND EASEMENTS FOR**  
8 **VILLAGGIO AT VILLAGES OF WINDSOR**

9  
10 | **As AMENDED** April 11, 2016

11  
12  
13 **THIS** AMENDED and RESTATED **DECLARATION OF COVENANTS,**  
14 **CONDITIONS, RESTRICTIONS AND EASEMENTS FOR VILLAGGIO AT VILLAGES**  
15 **OF WINDSOR HOMEOWNERS ASSOCIATION, INC.** ("Declaration") is made this 11<sup>th</sup> day of  
16 | April 2016 by the **VILLAGGIO AT VILLAGES OF WINDSOR HOMEOWNERS**  
17 **ASSOCIATION, INC.**, a Florida corporation not for profit hereinafter referred to as the  
18 "ASSOCIATION" or "VILLAGGIO", and

19  
20 WHEREAS, the ASSOCIATION is the owner in fee simple of the real property described on  
21 Exhibit "A" attached hereto and made a part hereof (the "Property"); and

22  
23 WHEREAS, in order to maintain VILLAGGIO as a planned residential community and to  
24 preserve the values and amenities of such community, it is necessary to declare, commit and subject  
25 the Property and the Improvements now or hereafter constructed thereon to certain land use  
26 covenants, restrictions, reservations, regulations, burdens, liens, and easements, and to delegate and  
27 assign to the Association certain powers and duties of ownership, administration, operation,  
28 maintenance and enforcement;

29  
30 NOW, THEREFORE, in consideration of the premises and covenants herein contained,  
31 VILLAGGIO hereby declares that the Property and all contents shall be owned, held, used,  
32 transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements,  
33 reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the  
34 Property and any part thereof and which shall be binding upon all parties having any right, title or  
35 interest in the Property or any part thereof, their heirs, successors and assigns.

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74 ARTICLE I

75  
76 DEFINITIONS

77  
78 The terms used in this Declaration shall be defined as set forth herein unless expressly  
79 provided otherwise.

80  
81 Section 1. "AMENDMENT(S)" shall mean any and all amendments to this Declaration, all of  
82 which shall be consecutively numbered beginning with the "FIRST AMENDMENT TO THE  
83 DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR VILLAGGIO"  
84 and each of which shall be properly adopted pursuant to the terms of the VILLAGGIO Documents  
85 and recorded in the Public Records; provided, however, the failure to so consecutively number such  
86 amendments shall not impair their validity hereunder and such amendments to the extent not  
87 otherwise numbered will be deemed to have been numbered in chronological order of their  
88 appearance in the Public Records.

89  
90 Section 2. "ANCILLARY PLAT" shall mean the plat of any portion of the Property, which has  
91 not been previously platted

92  
93 Section 3. "ARTICLES" shall mean the Articles of Incorporation of the Association which have  
94 been filed in the Office of the Secretary of State of the State of Florida, a true copy of which is  
95 attached hereto as Exhibit "B" and incorporated herein by this reference, as such Articles may be  
96 amended from time to time.

97  
98 Section 4. "ASSESSMENT" shall mean assessments for which all Owners are obligated to the  
99 Association and includes "Individual Lot Assessments" and "Special Assessments" (as such terms  
100 are defined in Article VII, Section 3.) and any and all other assessments, which are levied by the  
101 Association in accordance with the VILLAGGIO Documents.

102  
103 Section 5. "ASSOCIATION" shall mean and refer to VILLAGGIO AT VILLAGES OF  
104 WINDSOR HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, its  
105 successors and assigns, which exists pursuant to Articles of Incorporation thereof filed in the Office  
106 of the Secretary of State of the State of Florida, as amended by any amendments thereto, and which  
107 Association is responsible for the maintenance, preservation and administration of VILLAGGIO as  
108 provided in this Declaration. The Association shall, at all times, be governed by the applicable  
109 provisions of Florida law, including, but not limited to Chapters 617 and 720, Florida Statutes, as  
110 same may be amended from time to time.

111  
112 Section 6. "ASSOCIATION PROPERTY" shall mean those portions of the Property, and any  
113 and all fixtures, furnishings and enhancements thereto, which are not included in any Lot, except  
114 those areas dedicated to the public by the Plat, and which are or shall be owned or maintained by the  
115 Association, as set forth in this Declaration, for the common use and enjoyment of the Owners  
116 within VILLAGGIO, together with landscaping and any other Improvements thereon, which may  
117 include, without limitation, all structures, gate houses, the recreational tract as more particularly  
118 described in Article II, Section 2.(1), open spaces, private streets, asphalt bike paths, sidewalks,  
119 irrigation equipment, decorative street lights, entry or other lighting, if any, and entrance features,  
120 buffer tracts, monument walls, site walls, retaining walls, fountains, littoral plants, and street signs,  
121 but excluding any public utility installations thereon.

122  
123 Section 7. "BOARD" shall mean the governing body of the Association, the Board of Directors.  
124  
125 Section 8. "BYLAWS" shall mean the Bylaws of the Association, which have been adopted by  
126 the Board of Directors, a copy of which is attached hereto as Exhibit "C" and incorporated herein by  
127 this reference, as such Bylaws may be amended from time to time.  
128  
129 Section 9. "TELECOMMUNICATION SYSTEMS" shall mean and refer to any and all  
130 television (cable, satellite or otherwise), telecommunication, internet access, alarm, monitoring,  
131 utility or other lines, conduits, wires, satellites, amplifiers, towers, antennae, equipment, materials,  
132 installations and fixtures (including those based on containing or serving future technological  
133 advances not now known) authorized by the Association, or pursuant to any grant of easement within  
134 the Property and serving the Association Property and/or more than one Lot.  
135  
136 Section 10. "COUNTY" shall mean Palm Beach County, Florida.  
137  
138 Section 11. "DECLARANT" shall mean and refer to VILLAGGIO AT VILLAGES OF  
139 WINDSOR, HOMEOWNERS ASSOCIATION, INC. ,and any successor or assign thereof. Where  
140 the term "Declarant" is used throughout this Declaration to refer to any rights that Declarant had  
141 prior to turnover of control to the Association, the term "Declarant" shall mean and refer to the  
142 Villaggio at Villages of Windsor Homeowners Association, Inc., and in such sections of this  
143 Declaration or anywhere else in the Association governing documents, the term "Declarant" and  
144 "Association" shall be interchangeable. In all other places throughout this Declaration where the  
145 term "Declarant" is used, such references shall refer to actions previously taken by Declarant and  
146 such language shall not operate to preserve or create any rights of the Declarant under this  
147 Declaration other than to convey any such rights to the Association. An Owner shall not, solely by  
148 the purchase of a Home and/or Lot, be deemed a successor or assign of Declarant under the  
149 VILLAGGIO Documents unless such Owner is specifically so designated as a successor or assign of  
150 such rights in the instrument of conveyance or any other instrument executed by Declarant.  
151  
152 Section 12. "DECLARATION" shall mean this instrument, and the exhibits annexed thereto as  
153 they may be amended from time to time, and as may be recorded amongst the Public Records.  
154  
155 Section 13. "DIRECTOR" shall mean a member of the Board of Directors.  
156  
157 Section 14. "DRAINAGE SYSTEM" shall mean all structures, including culverts, required to  
158 collect and convey rainfall runoff from within VILLAGGIO to the water management/drainage tracts  
159 (i.e. "Lakes", as hereinafter defined) and/or to any canals adjacent to the Property. The Drainage  
160 System is located upon and designed to serve the Property. The Drainage System within  
161 VILLAGGIO is a private drainage system.  
162  
163 Section 15. "HOME" shall mean a residential dwelling unit constructed on a Lot within  
164 VILLAGGIO, which is designed and intended for use and occupancy as a single-family residence.  
165  
166 Section 16. "IMPROVEMENT" shall mean any structure or artificially created condition and/or  
167 appurtenance thereto of every type and kind located within VILLAGGIO, including, but not limited  
168 to, buildings, walkways, recreation areas and facilities, beams, fountains, sprinkler pipes, gate  
169 houses, roads, driveways, fences, retaining walls, landscaping, hedges, plantings, poles, tennis courts,  
170 swimming pools, café, bocce courts, salon, racquetball court, covered patios, screen enclosures,

171 jogging, bicycling and walking paths, playground type equipment, signs, site walls, gazebos,  
172 benches, mailboxes, decorative street lights and signs, and fishing piers.

173  
174 Section 17. "INSTITUTIONAL MORTGAGE" shall mean a mortgage held by an Institutional  
175 Mortgagee on any property within VILLAGGIO.

176  
177 Section 18. "INSTITUTIONAL MORTGAGEE OR INSTITUTIONAL LENDER" shall mean  
178 any lending institution owning a first mortgage encumbering any Home or Lot or other property  
179 within VILLAGGIO, which owner and holder of said mortgage shall either be a bank, life insurance  
180 company, federal or state savings and loan association, real estate or mortgage investment trust,  
181 building and loan association, mortgage banking company licensed to do business in the State of  
182 Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida  
183 or a national banking association chartered under the laws of the United States of America or any  
184 "secondary mortgage market institution," including the Federal National Mortgage Association  
185 ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage  
186 Corporation ("FHLMC") and such other secondary mortgage market institutions as the Board shall  
187 hereafter approve in writing; any and all lenders and the successors and assigns of such lenders  
188 which have loaned money to Declarant and which hold a mortgage on any portion of the Property  
189 securing such loan; any pension or profit-sharing funds qualified under the Internal Revenue Code;  
190 the Veterans Administration, the Federal Housing Administration or the Department of Housing and  
191 Urban Development or such other lender as is generally recognized in the community as an  
192 institutional lender; or, Declarant, its successors and assigns.

193  
194 Section 19. "INTEREST" shall mean the maximum nonusurious interest rate allowed by law on  
195 the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%)  
196 per annum.

197  
198 Section 20. "LAKE LOT" shall mean a Lot within VILLAGGIO abutting one of the Lakes (as  
199 described in Article II hereof).

200  
201 Section 21. "LEGAL FEES" shall mean reasonable fees, expenses and disbursements for attorney  
202 and paralegal services incurred in connection with: (i) negotiation and preparation for litigation,  
203 whether or not an action is actually begun, through and including all trial and appellate levels and  
204 post judgment proceedings, and (ii) collection of past due Assessments including, but not limited to,  
205 preparation of notices and liens; and shall also include court costs through and including all trial and  
206 appellate levels and post judgment proceedings, and (iii) obtaining legal opinions, advice, and other  
207 legal services on any matter reasonably required by the Board of Directors to perform and fulfill its  
208 duties pursuant to this Declaration.

209  
210 Section 22. "LOT" shall mean and refer to any parcel of land within VILLAGGIO as shown on  
211 the Plat upon which a Home is erected, together with the Improvements thereon.

212  
213 Section 23. "MEMBERS" shall mean and refer to the Members of the Association.

214  
215 | Section 24. "NOTICE AND HEARING" shall mean written notice of hearing before a committee  
216 of no fewer than three members appointed by the Board of Directors, at which the Owner concerned  
217 shall have an opportunity to be heard in person or by counsel, at the Owner's expense.

218  
219 Section 25. "OPERATING EXPENSES" shall mean the expenses for which Owners are liable to  
220 the Association as described in this Declaration and any other VILLAGGIO Documents and include,

221 but are not limited to, the costs and expenses incurred by the Association in administering, operating,  
222 maintaining, financing, or repairing, the Association Property or any portion thereof and  
223 Improvements thereon and all costs and expenses incurred by the Association in carrying out its  
224 powers and duties hereunder or under any other VILLAGGIO Documents.  
225

226 Section 26. "OWNED PROPERTY" shall mean the real property described on composite Exhibit  
227 "A" attached hereto and made a part hereof. The Owned Property is part of the Property committed  
228 to the terms and provisions of this Declaration.  
229

230 Section 27. "OWNER" shall mean and refer to the record owner, whether one or more persons or  
231 entities, of the fee simple title to any Lot within VILLAGGIO.  
232

233 Section 28. "PLAT" shall mean the plat or plats of VILLAGES OF WINDSOR, as more  
234 particularly described in Exhibit "A" attached hereto and made a part hereof, as recorded in the  
235 Public Records of the County.  
236

237 Section 29. "PROPERTY" shall mean and refer to that certain real property heretofore described  
238 in Exhibit "A".  
239

240 Section 30. "REPLAT" shall mean the replat, if any, of any portion of the Property for which a  
241 plat is recorded.  
242

243 Section 31. "SPECIFIC LOT ASSESSMENT" shall mean a method to recover an expense  
244 incurred or to be incurred by the Association as a consequence of an Owner's failure to address an  
245 obligation under this Declaration or the Rules of the Association and shall be recoverable against the  
246 Owner as a Specific Lot Assessment and secured by a lien against the Owner's lot as provided under  
247 this Declaration.  
248

249 | Section 32. "TURNOVER DATE" shall mean January 11, 2007, which is the date upon which  
250 "Class A Members" (as defined in Article V of the Articles of Incorporation), assumed control of the  
251 Association and elected the Board of Directors as more particularly described in Article V of the  
252 Articles of Incorporation.  
253

254 Section 33.  
255 "VILLAGGIO" shall mean that planned residential development located in Palm Beach County,  
256 Florida, which encompasses the Property and is intended to comprise the Lots, and Association  
257 Property described on any Plat (as hereinafter defined). VILLAGGIO consists of the land set forth in  
258 Exhibit "A" attached hereto and made a part hereof and may be expanded by adding Additional  
259 Property or diminished by withdrawing any portion of the Property in accordance with this  
260 Declaration.  
261

262 Section 34. "VILLAGGIO DOCUMENTS" shall mean in the aggregate this Declaration, the  
263 Articles of Incorporation and the Bylaws, the Plat, any Ancillary Plat, any Replat, and all of the  
264 instruments and documents referred to herein and therein, including, but not limited to, any  
265 Amendment(s).  
266

267 Section 35. "WETLAND PRESERVATION/MITIGATION AREAS" and "CONSERVATION  
268 AREAS" shall mean the wetland preservation or mitigation areas and upland buffers which are  
269 designated as protected areas under the Conservation Easement given by Declarant to the South  
270 Florida Water Management District. Provisions as to the obligations of the Association regarding

271 these Areas, and disclosures, are set forth in Article II, Section 2., hereof. Conservation Areas shall  
272 mean and include all wetland preservation and mitigation areas planted with native wetland species  
273 and provided as mitigation to unavoidable wetland impacts of VILLAGGIO and maintained by the  
274 Association.

275  
276 ARTICLE II

277  
278 DESCRIPTION OF VILLAGGIO

279  
280 Section 1. GENERAL PLAN OF DEVELOPMENT. VILLAGGIO comprises the Property  
281 encompassing, the Lots, Property, and Association Property, currently containing 538 homes, all as  
282 | more particularly defined by this Declaration.

283  
284 Declarant hereby reserves an easement for access, ingress and egress and for utilities  
285 and drainage over the Property for the benefit of the Association and their respective invitees,  
286 licensees, the Homeowners, and each parcel of land comprising the Property. No such easements are  
287 or may be granted upon any portion of the Property upon which a Home exists.

288  
289 The Association intends that Homes grouped together within the Property shall be  
290 operated by the Association, which Association shall collect the Operating Expenses of the  
291 Association from the Members.

292  
293 Section 2. ASSOCIATION PROPERTY. The Association Property shall consist of the Property  
294 indicated on the Plat as Association Property or as Property reserved for or dedicated to the  
295 Association. The Association Property shall be used for recreational and social purposes as well as  
296 other proper purposes by the Association and the Owners and their family members, guests, invitees  
297 and lessees in accordance with the VILLAGGIO Documents. Association Property may not be  
298 altered, modified, removed or replaced by Owners or their family members, guests, invitees or  
299 lessees.

300  
301 The portions of VILLAGGIO described in this Section 2 shall constitute Association  
302 Property and shall be used solely in accordance with the covenants impressed upon Association  
303 Property as follows:

304  
305 (1) Recreation Tract. VILLAGGIO may contain one or more recreation areas  
306 ("Recreation Tract") designated on the Plat as the Recreation Tract. The Recreation Tract shall be  
307 part of the Association Property and shall be used for recreational purposes by the Association, and  
308 the Owners and their family members, guests, invitees and lessees. Such portion, if any, of the  
309 Recreation Tract upon which improvements have been constructed or are hereafter constructed shall  
310 be kept and maintained for use in a manner consistent with the nature of such Improvements located  
311 or to be located thereon. All of the Recreation Tract shall always be kept and maintained by the  
312 Association for recreational uses or beautification and attendant uses (e.g., spaces within the  
313 Recreation Tract shall be used for proper purposes by those using the recreational facilities but only  
314 while using such facilities), and shall be used for such purposes and not for residential, commercial  
315 or industrial construction of any kind. The Recreation Tract shall be maintained, administered and  
316 owned by the Association.

317  
318 The Association reserves the right, but shall not be obligated, to construct additional  
319 recreational facilities upon the Recreation Tract, or to modify the facilities planned for the Recreation  
320 Tract, or to construct additional recreational facilities upon another portion of the Property.

321  
322 The decision as to whether to construct additional recreational facilities shall be in the  
323 sole discretion of the Association, which discretion shall be exercised in accordance with the  
324 requirements of this Declaration.  
325

326 (2) Lakes. The "Lakes" are those portions of the Property designated on the Plat  
327 as Water Managements Tracts or designated on the Plat as lakes, and shall always be kept and  
328 maintained as lakes for water retention, drainage, irrigation and water management purposes in  
329 compliance with all applicable governmental requirements. The Lakes and the littoral areas and  
330 plant materials located therein shall be a part of the Association Property and shall be maintained,  
331 administered and owned by the Association. In furtherance of the foregoing, the Association, hereby  
332 reserves and grants an easement in favor of the Association throughout all portions of VILLAGGIO  
333 as may be necessary for the purpose of accessing, maintaining and administering the Lakes, and no  
334 Owner shall do any act, which may interfere with the performance by the Association of its  
335 obligations hereunder.  
336

337 The South Florida Water Management District is the local permitting authority for  
338 surface water permits. The on-site Lakes are designed as water management areas and are not  
339 designed as aesthetic features. Due to low ground water elevations within the immediate area, Lakes  
340 located on site may be extremely shallow during several months of the year. The Association has no  
341 control over such elevations. Since the irrigation system draws from the Lakes, this may further  
342 affect water levels; however, this type of irrigation system is significantly less expensive than using  
343 the County's potable water supply.  
344

345 The Association shall not be obligated to provide supervisory personnel for the  
346 recreation tract and the lakes, including, but not limited to, lifeguards. Any individual using the  
347 recreation tract and the lakes shall do so at his or her own risk and hereby holds the Association  
348 harmless from and against any claim or loss arising from such use. Each owner, by the acceptance of  
349 title to his or her lot acknowledges that the lakes are deep and are dangerous.  
350

351 (3) Streets, Drives, Roads and/or Roadways. The "Streets," "Drives," "Roads"  
352 and/or "Roadways" are those portions of the Property designated on the Plat as Tracts or designated  
353 on the Plat as a street, drive, road or roadway, and which are reserved for or dedicated to the  
354 Association, but specifically excluding any street or roadway dedicated on the Plat to the public and  
355 specifically excluding driveways located upon Lots. The Streets, Drives, Roads and/or Roadways  
356 shall be used as private roads by the Association and the Owners, their family members, guests,  
357 lessees and invitees in accordance with the provisions of this Declaration. The Streets, Drives,  
358 Roads and/or Roadways shall be maintained, administered and owned by the Association and the  
359 maintenance responsibility therefore may not be assigned to any other person or entity.  
360 Notwithstanding the foregoing, each Owner shall be responsible for the maintenance, repair and  
361 replacement of any driveway serving his Lot, including that portion of the driveway in a Street,  
362 Drive, Road and/or Roadway, if any, unless the driveway was damaged by the Association in the  
363 fulfillment of its obligations and duties under this Declaration.  
364

365 (4) Street Lights. The "Street Lights" and any associated facilities placed within  
366 the Property are or shall be installed, repaired, replaced, relocated, maintained and owned by the  
367 public utility responsible therefore, but the Association is responsible to pay all fees associated with  
368 such installation, repair, replacement and maintenance, and for the furnishing of electricity thereto, at  
369 a set rate pursuant to a Street Lighting Agreement entered into or to be entered into with the utility.  
370



371 (5) Gatehouses, Entranceway and Entry Gates. VILLAGGIO shall include  
372 gatehouses and entry gates installed by the Association. Such gatehouses, entranceway and/or entry  
373 gates shall be deemed Association Property and shall be maintained, repaired or replaced by the  
374 Association and the expense thereof shall be included as an Operating Expense. The gatehouses, if  
375 any, may or may not be staffed, as determined in the sole discretion of the Association. All other  
376 portions of the entranceway shall also be owned and maintained by the Association. The Association  
377 makes no representations whatsoever as to the date or days which any security gates may be staffed,  
378 security of the premises or the effectiveness of any entry gates. All Owners agree to hold the  
379 Association harmless from any loss or claim arising within the Property from the occurrence of a  
380 crime or other act. The Owners acknowledge that the entry gates are designed to deter crime, not  
381 prevent it.

382  
383 (6) Buffers. The "Buffers" are those portions of the Property designated on the  
384 Plat as Buffer Tracts. The Buffers shall be administered and maintained and owned by the  
385 Association. In order to preserve the aesthetic image of VILLAGGIO and to help maximize the  
386 Owners' use and enjoyment thereof, the Buffers shall be landscaped with such form of ground cover  
387 and/or other plant materials as the Association considers consistent with its plan for beautification of  
388 the Property and shall be kept grassed, planted and landscaped by the Association in such manner.  
389 No vehicular access, ingress or egress is permitted over, on or across any portion of a Buffer other  
390 than on access roads as required by the County.

391  
392 (7) Drainage System. The Drainage System within VILLAGGIO, as shown on  
393 the Plat, is a private drainage system. The Association shall be responsible for all costs associated  
394 with all cleaning, maintenance, repair and replacement of any portion of the Drainage System  
395 necessary to maintain the system in its original condition and use, and may not assign such  
396 responsibility to any other person or entity.

397  
398 (8) Right to Add Additional Improvements. Such portions of the Association  
399 Property upon which Declarant has constructed or hereafter constructs Improvements shall be kept  
400 and maintained for use in a manner consistent with the nature of such Improvements located, or to be  
401 located, thereon. The Association reserves the right, but shall not be obligated, to construct  
402 additional facilities upon the Association Property. The decision as to whether to construct  
403 additional facilities and the erection thereof shall be in the sole discretion of the Association.

404  
405 (9) Amenities and Services. Villaggio provides Common Element amenities,  
406 recreational amenities, and specific services that shall be retained unless, by vote of the membership  
407 they are modified or eliminated. Voting shall be acceptable in person, by proxy, or by electronic  
408 transmission or written assent of either a majority of all eligible members or two thirds (2/3) of those  
409 voting once a quorum is established, whichever is first attained after counting all ballots at a duly  
410 called meeting of the members for the tabulation and recording of the vote. The amenities are: tennis  
411 courts, bocce courts, indoor and outdoor pools, an operating café, an operating salon, a billiards  
412 facility, an Arts & Crafts facility, game rooms, Fitness Center and the functions contained therein.  
413 The services are: telecommunications, alarm monitoring, gate guard, and landscape maintenance.  
414 Voting requirements will be met by votes cast in person, by proxy, by email or electronic  
415 transmission, or by written consent, which shall count towards establishing a quorum as referenced  
416 in the Association Bylaws.

417  
418 | Section 3. LAKE LOTS. Notwithstanding anything contained herein to the contrary, and subject  
419 to the rights and obligations of the Association to maintain the Lakes as aforesaid for water retention,  
420 drainage, irrigation and water management purposes for all of VILLAGGIO and the right of the

421 Association to adopt rules from time to time with respect to the use of the Lakes for such purposes,  
422 the Lakes shall be reserved for the private use and enjoyment of all Owners, their family members,  
423 guests, invitees and tenants, but only in accordance with this Declaration. Fishing and the operation  
424 of non-motorized watercraft in the Lakes shall be permitted; however, notwithstanding anything  
425 contained herein to the contrary, an Owner shall only access the Lakes from a "Lake Maintenance  
426 Access Easement" shown on the Plat, which immediately abuts his Lot if the Owner's Lot is a Lake  
427 Lot ("Lake Lot Owner"). If an Owner is not a Lake Lot Owner, or if a Lake Lot Owner wishes to  
428 access a different Lake or another area of the same Lake, access to the Lake shall be exclusively from  
429 a Lake Maintenance Access Easement. In addition, Owners shall not be permitted to fish in any  
430 Lake Maintenance Easement or lake bank area, which immediately abuts a Lake Lot owned by  
431 another. The launching into and removal from a Lake of any permitted non-motorized watercraft by  
432 an Owner shall be limited to areas within the Association Property so designated by the Board of  
433 Directors, if any, or the watercraft owner's Lake Lot. No planting, fencing or other Improvements,  
434 or additions to the property surrounding the Lake and outside the Lot is permitted. Swimming and  
435 the operation of motorized watercraft (combustible engine) in the Lakes are prohibited.  
436 Notwithstanding anything above, the operation of motorized boats as a result of an Association  
437 contract is permitted. Watercraft and trailers shall not be stored on the Lake banks or the Lake  
438 Maintenance Easements. Only watercraft, which are permitted to be used within the Lakes of  
439 VILLAGGIO, can be stored within backyards of Lots if covered, subject to ARC rules and  
440 procedures. In addition to the use of any Lake Maintenance Easement by any Owner, as described  
441 above, the Lake Maintenance Easements are for the use of the Association, the applicable water  
442 management district and any other governmental agency for access to the Lakes for maintenance of  
443 the Lakes and littoral plantings and other proper purposes. No removal of or damage to littoral  
444 plantings is permitted.

445  
446 Section 4. COSTS. All costs associated with operation, maintenance, repair and replacement of  
447 the Association Property shall be the obligation of the Association.

448  
449 | Section 5. PRIVATE USE. For the term of this Declaration, the Association Property is not for  
450 the use and enjoyment of the public, but is expressly reserved for the private use and enjoyment of  
451 the Association, and the Owners, their family members, guests, invitees and lessees, but only in  
452 accordance with this Declaration, and the Rules and Regulations of the Association, or as stipulated  
453 below.

454  
455 A. Except to the extent herein provided, the Association Property shall be for the  
456 sole and exclusive use of the HOMEOWNERS of VILLAGGIO and their family members, guests,  
457 invitees and lessees.

458  
459 B. The administration, management, operation and maintenance of the  
460 Association Property shall be the responsibility of the Association, all as is provided herein and in  
461 the other VILLAGGIO Documents.

462 |  
463 C. The right to use the Association Property shall be subject to the Rules and  
464 Regulations established by the Association.

465  
466 D. Contract services may grant non exclusive use to Association Property as  
467 approved by the HOA Board.

468  
469 Section 6. WETLAND PRESERVATION/MITIGATION AREAS AND UPLAND BUFFERS.  
470 In regard to the Wetland Preservation/Mitigation Areas and Upland Buffers and in order to clarify

471 the obligations of the Association, the Declarant hereby makes the following disclosures and  
472 notification of requirements concerning the Association and the Owners:  
473

474 (1) Parcels with the Properties may be adjacent to Wetland Preservation  
475 Mitigation Areas and Upland Buffers, which may be designated as protected areas (“Conservation  
476 Areas”) under a Conservation Easement (“Conservation Easement”) given by Declarant to the South  
477 Florida Water Management District (“SFWMD”) and the Lake Worth Drainage District (LWDD).  
478 Such Conservation Areas, if any, are subject to the following use restrictions:  
479

480 The conservation areas are hereby dedicated as common area. They shall be the  
481 perpetual responsibility of the Association and may in no way be altered from their natural or  
482 permitted state. Activities prohibited within the conservation areas include, but are not limited to,  
483 construction or placing of buildings on or above the ground; dumping or placing soil or other  
484 substances such as trash; removal or destruction of trees, shrubs, or other vegetation (with the  
485 exception of exotic/nuisance vegetation removal); excavation, dredging or removal of soil material;  
486 diking or fencing; any other activities detrimental to drainage, flood control, water conservation,  
487 erosion control or fish and wildlife habitat conservation or preservation.  
488

489 (2) The Association is required and acknowledges its consent to and acceptance of  
490 responsibility for perpetual maintenance concerning the Surface Water Management System,  
491 Conservation Easement and the preserved/restored/created wetlands areas and upland buffer zones  
492 within the Conservation Areas relating to the development, permitting and maintenance of the  
493 Properties and shall take action against parcel Owners as necessary to enforce the conditions of the  
494 Conservation Easement, and any SFWMD/LWDD permit issued for or applicable to the Property.  
495

496 (3) Unless specifically permitted by SFWMD/LWDD, existing wetlands and  
497 upland buffers or other areas in the Conservation Areas may not be altered from their  
498 natural/permitted condition except for “exotic” or “nuisance” vegetation removal. “Exotic”  
499 vegetation may include, but is not limited to, Melaleuca, Brazilian pepper, Australian pine, and  
500 Japanese climbing fern, or any other species currently listed by the Florida Exotic Pest Plant Council.  
501 “Nuisance” vegetation may include cattails, primrose willow and grape vine.  
502

503 (4) The Association and the Owners are responsible for the perpetual maintenance  
504 of the signage required by the Conservation easement and/or permits in connection therewith.  
505

506 Section 8. SURFACE WATER MANAGEMENT SYSTEM. The Surface Water Management  
507 System shall include the Drainage System as defined in Article 1, Section 14, hereinabove. The  
508 Surface Water Management System shall be maintained and operated by the Association in  
509 accordance with the requirements of SFWMD/LWDD as applicable, and shall also be subject to any  
510 Permit which may be issued by SFWMD/LWDD for the Property and as same may be amended from  
511 time to time. A copy of the SFWMD/LWDD Permit may be attached hereto as Exhibit “D.” Copies  
512 of the permit and any future SFWMD/LWDD permit actions shall be maintained by the  
513 Association’s Registered Agent for the Association’s benefit. The SFWMD/LWDD has the right to  
514 take enforcement action, including a civil action for an injunction and penalties against the  
515 Association to compel it to correct any outstanding problems with the surface water management  
516 system facilities or in mitigation or conservation areas under the responsibility or control of the  
517 Association. Any proposed amendment to the homeowner association documents which would  
518 affect the SWM, conservation areas or water management portions for the common areas will be  
519 submitted to the SFWMD/LWDD for a determination of whether the amendment necessitates a

520 modification of the SFWMD/LWDD permit. If a modification is necessary, the SFWMD/LWDD  
521 will advise the named permittee.  
522

523 Section 9. CONSERVATION AREAS MAINTENANCE AND MONITORING PLAN.  
524

525 (1) Maintenance. Maintenance includes coverage in those areas where natural  
526 recruitment is anticipated, as well as those areas which are planted. The mitigation area shall be  
527 maintained to control and remove undesirable invasive vegetative species such as Cat-tail (tyopha  
528 spp.), Water Primrose (Ludwigia spp.), Torpedo Grass (Casuarina spp.) and Brazilian Pepper  
529 (Schinus terebinthifolius). The undesirable species shall be removed by physically uprooting and  
530 disposing of the individual specimen or spraying with an approved herbicide. The mitigation areas to  
531 be maintained free of exotic vegetation and nuisance species shall constitute no more than five  
532 percent (5%) of the total cover. Perpetual long-term maintenance shall be conducted at intervals  
533 necessary for viability of the wetland habitat by removal of exotic and nuisance wetland plant species  
534 as required hereinabove.  
535

536 A. Long Term Maintenance & Monitoring. The mitigation areas will be  
537 monitored and maintained on a yearly basis by the Association for as long as necessary by any and all  
538 governmental agencies having jurisdiction. The Conservation Areas shall be maintained in perpetuity  
539 by the Association.  
540

541 B. Financial Assurances. Consistent with the standards of SFWMD/LWDD, the  
542 Association has provided the requisite financial assurances so as to ensure the Association's ability  
543 to accomplish the maintenance and monitoring duties herein set forth. The Association shall be  
544 responsible for the ongoing perpetual maintenance of the Conservation Areas pursuant to Article VI,  
545 hereof with the costs thereof treated as an Operating Expense payable by each Owner under the  
546 provisions of this Declaration concerning assessments.  
547

548 ARTICLE III  
549 ASSOCIATION PROPERTY  
550

551 Section 1. ASSOCIATION PROPERTY  
552

553 The Association shall be responsible for the maintenance of the Association Property  
554 in a continuous and satisfactory manner without cost to the general taxpayers of the County. The  
555 Association shall also be responsible for the payment of real estate taxes, if any, against the  
556 Association Property including taxes on any Improvements and any personal property thereon  
557 accruing from and after the date this Declaration is recorded.  
558

559 The Owners shall have no personal liability for any damages for which the  
560 Association is legally liable or arising out of or connected with the existence or use of any  
561 Association Property or any other property required to be maintained by the Association.  
562

563 ARTICLE IV  
564 ASSOCIATION RIGHTS  
565

566 Section 1. PARKING RIGHTS. The Association may maintain upon the Association Property  
567 parking spaces for Owners, occupants, visitors and guests. The use of such parking spaces by  
568  
569

570 Owners, occupants, visitors and guests shall be subject to the Rules and Regulations of the  
571 Association. Vehicles are subject to removal by contract tow service if they are parked in violation of  
572 the Rules and Regulations.

573  
574 Section 2. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner and  
575 family member, guest, lessee, agent or invitee of an Owner shall have a permanent and perpetual,  
576 nonexclusive easement for ingress and egress over, enjoyment in, and use of Association Property  
577 within the Property in common with all other Owners, their family members, guests, lessees, agents  
578 and invitees, which easement shall be appurtenant to, and shall pass with title to each Owner's Lot,  
579 unless such rights have been suspended in accordance with Florida Statutes. The easements  
580 provided elsewhere in this Declaration, designated on the Plat, or on an Ancillary Plat, Additional  
581 Plat or Replat, if any, including, but not limited to, those set forth in this Article IV.

582 This right shall be subject to the following conditions and limitations:  
583

584 A. The right and duty of the Association to adopt reasonable Rules and  
585 Regulations governing the use of the Association Property by Owners and their family members,  
586 guests, invitees and/or lessees, including, but not limited to, adopting rules which establish, define or  
587 specify the persons who are entitled to use of the Association Property; provided, such Rules and  
588 Regulations are not in conflict with this Declaration, and the further right to enforce those Rules and  
589 Regulations in a manner consistent with this Declaration and the Florida Statutes.

590  
591 B. The right and duty of the Association to levy Assessments against each Lot for  
592 the purpose of maintaining, repairing and replacing the Association Property and facilities thereon in  
593 compliance with the provisions of this Declaration.  
594

595 C. The right of the Association to establish uniform Rules and Regulations  
596 pertaining to the Lots for the purposes of enhancing the aesthetic uniformity of the Property.  
597

598 D. The right of the Association in accordance with its Articles of Incorporation,  
599 Bylaws, and this Declaration, or written assent of a majority of the total number of Members eligible  
600 to vote, as of the day prior to the scheduled vote, in person, or by proxy, at a meeting where a  
601 quorum has been established, to borrow money for the purpose of improving the Association  
602 Property and facilities thereon, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of  
603 its real or personal property as security for money borrowed or debts incurred, provided that the  
604 rights of such mortgagee shall be subordinated to the use rights of the Owners.  
605

606 E. The right of the Association in accordance with its Articles of Incorporation,  
607 Bylaws, and this Declaration, with the vote, or written assent of a majority of the total number of  
608 Members eligible to vote, as of the day prior to the scheduled vote, in person or by proxy at a  
609 meeting where a quorum has been established to dedicate, release, alienate, or transfer all or any part  
610 of the Association Property to any public agency, authority, or utility for such purposes and subject to  
611 such conditions as may be agreed to by the Owners.  
612

613 F. The right of the Association to grant easements, rights-of-way or strips of  
614 land, where necessary, for utilities, sewer facilities, cable television, and other services over the  
615 Association Property to serve the Association Property and other portions of the Property without  
616 vote of the Owners.  
617

618 G. The right of the Association, by action of the Board of Directors, to  
619 reconstruct, replace, or refinish any Improvement or portion thereof upon the Association Property,  
620 in accordance with the original design, finish, or standard of construction of such Improvements, or  
621 of the general Improvements within the Association Property, as the case may be.  
622

623 H. The right of the Association to replace destroyed trees or other vegetation and  
624 plant trees, shrubs, and ground cover upon any portion of the Association Property.  
625

626 I. The right, however not the duty, of the Association by action of the Board of  
627 Directors to seek the vacation of publicly dedicated streets, if any, upon the Property.  
628

629 J. The rights of the Association to provide for the maintenance and preservation  
630 of Lots and other properties as set forth in this Declaration.  
631

632 Section 3. DELEGATION OF USE. Any Owner may delegate, in accordance with the Bylaws,  
633 his right of enjoyment to the Association Property to the members of his or her family, or to the  
634 lessees who reside in his or her Home, subject to all of the Rules and Regulations presently in effect  
635 and any which may become effective in the future, and further subject to reasonable regulation by the  
636 Board of Directors.  
637

638 Section 4. RECOGNITION OF EXISTING EASEMENTS. Each Owner, by acceptance of a  
639 deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or  
640 granted with respect to the Property under this Declaration.  
641

642 Section 5. EASEMENTS FOR VEHICULAR TRAFFIC. In addition to the general easements  
643 for use of the Association Property reserved herein, there shall be, and Association hereby reserves,  
644 grants, and covenants for itself and all future Owners, their family members, guests, invitees and  
645 lessees, Institutional Mortgagees of the Property (or portions thereof), and to the Association, that all  
646 of the foregoing shall have a perpetual nonexclusive easement for vehicular traffic over (i) all streets  
647 dedicated to the public use, if any (as well as alcoves, cul de sacs, and other private, paved areas  
648 abutting or serving the same), and (ii) any private Streets, Drives, Roads and/or Roadways within or  
649 upon the Property.  
650

651 Section 6. ACCESS EASEMENT. The Association hereby reserves perpetual, nonexclusive  
652 easements of ingress and egress over and across (i) any and all streets dedicated to the public use, if  
653 any (as well as alcoves, cul de sacs, and other private, paved areas abutting or serving the same), and  
654 (ii) any private Streets, Drives, Roads and/or Roadways and driveways within or upon the Property  
655 and all other portions of the Property which are necessary or convenient for enabling the Association  
656 to carry on the work referred to in this Declaration, which easements shall be for the use of the  
657 Association's employees, contractors and agents, Owners, and the respective lessees, employees,  
658 agents and invitees.  
659

660 Section 7. GRANT AND RESERVATION OF EASEMENTS. The Association hereby reserves  
661 and grants the following perpetual, nonexclusive easements over and across the Property, but not  
662 beneath any Homes, as covenants running with the Property for the benefit of the Owners and the  
663 Association as hereinafter specified for the following purposes:  
664

665 A. Utility and Services Easements. All of the Property shall be subject to an  
666 easement or easements to provide for: (a) installation, service, repair and maintenance of the  
667 equipment required to provide utility services to the Association Property and the Lots, including,

668 but not limited to, power, electric transmission, light, telephone, cable television or other  
669 telecommunication services, gas, water, sewer and drainage, and (b) governmental services,  
670 including, but not limited to, police, fire, health, sanitation and other public service personnel,  
671 including reasonable rights of access for persons and equipment necessary for such purpose for the  
672 benefit of the appropriate utility companies, agencies, franchises or governmental agencies.  
673

674 B. Easement for Encroachment. All of the Property shall be subject to an  
675 easement or easements for encroachment in favor of each Owner in the event any portion of his or  
676 her Home or appurtenant Improvements such as a fence or utilities pad (e.g. air conditioning) now or  
677 hereafter encroaches upon any other Lot as a result of minor inaccuracies in survey or construction  
678 requirements or due to settlement or movement or roof overhang as hereinafter described. Such  
679 encroaching Improvements installed by Declarant shall remain undisturbed for so long as the  
680 encroachment exists. Any easement for encroachment shall include an easement for the maintenance  
681 and use of the encroaching Improvements in favor of the Owner thereof or his or her designees.  
682

683 C. Easement to Enter Upon Lots. An easement or easements for ingress and  
684 egress in favor of the Association, including the Board of Directors or the designee of the Board of  
685 Directors, to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of  
686 ownership, maintenance and/or repair in accordance with the VILLAGGIO Documents, including, by  
687 way of example, the making of such repairs, maintenance or reconstruction as are necessary for the  
688 Association Property and to maintain any Lot in the event the Owner thereof fails to do so.  
689

690 D. Easement Over Association Property. An easement of enjoyment in favor of  
691 all Owners, their family members, guests, invitees and lessees in and to the Association Property  
692 which shall be appurtenant to and shall pass with title to every Lot in the Property, subject to the  
693 following:  
694

695 (1) the right of the Association to suspend the right of any Owner to use  
696 the Association Property in accordance with the procedures and requirements contained in Section  
697 720.305, Fla. Stat., as same may be amended from time to time;  
698

699 (2) the right of the Association to grant permits, licenses and easements  
700 over the Association Property for utilities and other purposes reasonably necessary or useful for the  
701 proper maintenance or operation of the Property; and  
702

703 (3) all provisions set forth in the VILLAGGIO Documents.  
704

705 E. Easement for Roof Overhang. An easement or easements exist to provide for  
706 the roof overhang of a Home or dwelling in favor of the Owner thereof, including rights of access for  
707 persons or equipment necessary to maintain, repair and replace such roof overhang. Except for some  
708 dwellings located on the corner of an intersection of two streets, many dwellings are constructed so  
709 as to abut a side yard boundary line (commonly referred to as a “zero lot line” side yard setback).  
710 There is hereby created a two foot easement upon each lot which is adjacent to a zero lot line,  
711 running parallel to, and for the entire length of, the boundary line of such lot. This shall be a  
712 perpetual easement running with the land for the benefit of the dwelling upon which the dwelling is  
713 constructed abutting said zero lot line, for the purposes and uses of drainage, roof overhang, utilities  
714 and access to the rear of the adjacent dwelling and for maintenance to the dwelling constructed upon  
715 the boundary line. Further this easement shall also be in favor of Florida Power and Light Company  
716 for the installation and maintenance of its cables, lines, meters and other apparatus for the provision  
717 of the electrical service to the dwellings.

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F. Drainage and Irrigation Easement. An easement for drainage, flowage and irrigation over, under and upon the Property, including each of the Lots in favor of the Association and each of the Owners, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the Drainage System, including, but not limited to, flowage pipes and irrigation pipes.

G. Drainage System Encroachment Easement. An easement for encroachment over, under and upon the drainage easements located within the Lots, as designated on the Plat and any Ancillary Plat, Additional Plat or Replat, in favor of (i) the Owner of the Lot upon which the drainage easement is located for the existence of any driveway and/or sidewalk or irrigation system or part thereof, and (ii) the Association for reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair any driveway and/or sidewalk, or irrigation system or part thereof installed or located thereon. In the event the Association requires access to any Drainage System Improvements within a drainage easement located within a Lot upon which any such driveway and/or sidewalk or irrigation system encroaches, the Association has the obligation, at its own cost and expense, to remove and replace any such encroachment, and to return it to its condition immediately preceding such removal and replacement once access to the drainage easement is no longer required.

H. Zero Lot Line Maintenance Easements.

(1) Preamble: A portion of the Homes in VILLAGGIO are “zero lot line” homes, such that each Home is constructed so that all or portions of one side of such Home (and such fences or masonry walls extending from such side or sides) are situated on the side boundary lines of the Lot. Because of this design, it is necessary to provide a means by which the Owner of a Lot (“Dominant Lot”) containing such a Home may have access to the “zero lot line” sides of the Home (and other portions of his Lot and Home) in order to maintain portions of the Lot, the side of the Home, the roof and other applicable portions of the Home and Lot, and so that rain water may run off the roof of a particular Home onto the easement area described below. Because such access must be, of necessity, over those portions of the neighboring Lot or Lots (“Servient Lots”) adjacent to the “zero lot line” sides of such a Home, the Association hereby makes provision for the “Maintenance Easements” declared and regulated pursuant to Article IV, Section 6., (as well as similar easements for the aforesaid purposes which may, but need not, appear on the Plat).

(2) Creation and Extent of Maintenance Easement: The Association hereby reserves a permanent and perpetual non-exclusive maintenance easement in favor of each Dominant Lot over the unimproved portion of the Servient Lot(s) adjacent to the building lines of the “zero lot line” Home located on the Dominant Lot, which building lines are co-extensive with the Lot lines dividing the aforesaid Lots (“Maintenance Easement”). Said Maintenance Easement shall be appurtenant to and pass with the title of the Dominant Lot and the Servient Lot(s). The Maintenance Easement shall be only as extensive as reasonably necessary to permit the Owner of a Dominant Lot to make the uses described in the Preamble above, subparagraph (3) below and for rainwater run-off, but in no event less than the greater of seven (7) feet in width or as may be otherwise shown as an access or similar easement on the Plat.

(3) Use and Conditions of Maintenance Easement: The Owner of a Dominant Lot, his guests, invitees, contractors, subcontractors, suppliers, laborers and other service personnel, shall be entitled to enter onto the appurtenant Maintenance Easement for purposes of maintaining, repairing and replacing portions of his Lot and Home including, without limitation, the



768 Home's walls, roof, fence, landscaping and other installations which cannot be conveniently or  
769 properly maintained, repaired or replaced solely from the Dominant Lot. The right of each Owner of  
770 the Dominant Lot to use the Maintenance Easement shall be limited to the aforesaid uses and such  
771 Owner shall not do anything within the Servient Lot(s) which shall cause damage to the Servient  
772 Lot(s) or any Improvement or landscaping thereon which is not promptly and fully remedied by said  
773 Owner to return such damaged Improvement or landscaping to the condition immediately preceding  
774 said damage, shall create an undue hazard to persons or pets located on or coming into the Servient  
775 Lot(s) or is in furtherance of any activity as to the Dominant Lot or the Home thereon which is, or  
776 would result in, a violation of the restrictions set forth in the VILLAGGIO Documents. The Owner  
777 of the Dominant Lot shall, by virtue of making use of any Maintenance Easement, be deemed to  
778 indemnify the Owner of a Servient Lot for any and all losses, costs, expenses or damage to any  
779 person or Property incurred by reason of the former's violations of the restrictions contained herein.

780  
781 (4) Servient Lot Owner Duties: Owners of Servient Lots shall not make  
782 any improvement to the Servient Lot, including, without limitation, the placement of fences or  
783 landscaping, which would unreasonably interfere with the permissible uses of any maintenance or  
784 access easement appurtenant to the adjoining Dominant Lot reserved hereby or with the flowage  
785 easement described in Article IV, Section 6. Notwithstanding the foregoing, the Owner of a Servient  
786 Lot may install a fence or landscaping thereon, provided such installation is approved by the  
787 Committee pursuant to Article IX, Section 8 and Section 28, hereof.

788  
789 (5) Reciprocity: Each Owner, by acceptance of a deed for a Lot containing  
790 a "zero lot line" Home, hereby acknowledges and agrees that such Owner's Lot may not only be a  
791 Dominant Lot having rights across adjacent Servient Lots as hereinbefore described but also a  
792 Servient Lot encumbered by the easement rights hereinbefore described in favor of the Dominant  
793 Lots adjacent to such Lot.

794  
795 Section 8. ASSIGNMENTS. The easements reserved hereunder may be assigned by the  
796 Association in whole or in part to any city, county or state government or agency thereof, or any duly  
797 licensed or franchised public utility. The Owners hereby authorize the Association to execute, on  
798 their behalf and without further authorization, such grants of easement or other instruments as may  
799 from time to time be necessary to grant easements over and upon the Property or portions thereof in  
800 accordance with the provisions of this Declaration.

801  
802  
803 **ARTICLE V**

804  
805 **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD OF DIRECTORS;**  
806 **DURATION OF THE ASSOCIATION**

807  
808 MEMBERSHIP, VOTING RIGHTS. Membership in the Association shall be established and  
809 terminated as set forth in the Articles of Incorporation. Each Member shall be entitled to the benefit  
810 of, and be subject to, the provisions of the VILLAGGIO Documents. The voting rights of the  
811 Members shall be as set forth in the Articles of Incorporation.

812  
813 Section 1. BOARD. The Association shall be governed by the Board of Directors, which shall  
814 be appointed, designated or elected, as the case may be, as set forth in the Articles of Incorporation.

815  
816 Section 2. DURATION OF ASSOCIATION. The duration of the Association shall be perpetual,  
817 as set forth in the Articles of Incorporation.

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ARTICLE VI

COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT OF LIENS; COLLECTION OF ASSESSMENTS; RIGHTS OF INSTITUTIONAL MORTGAGEES

Section 1. AFFIRMATIVE COVENANT TO PAY ASSESSMENTS. In order to: (i) fulfill the terms, provisions, covenants and conditions contained in the VILLAGGIO Documents; and (ii) maintain, operate and preserve the Association Property for the use, safety, welfare and benefit of the Members and their family members, guests, invitees and lessees, there is hereby imposed upon each Lot, and each Lot Owner, the affirmative covenant and obligation to pay to the Association commencing from and after the recordation of this Declaration in the Public Records of the County all Assessments, including, but not limited to, the Individual Lot Assessments, Specific Lot Assessments and Special Assessments. Each Owner by acceptance of a deed or other instrument of conveyance conveying a Lot within the Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments, including but not limited to Assessments to fund Reserve Accounts in accordance with the provisions of the VILLAGGIO Documents and applicable Florida Statutes.

A. The following expenses of the Association are hereby declared to be Operating Expenses which the Association is obligated to assess and collect, and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the VILLAGGIO Documents:

(1) Any and all taxes and tax liens which may be assessed or levied at any and all times against the Association Property or against any and all personal property or Improvements thereon;

(2) All charges levied for utilities providing services for the Association Property, such as water, gas, electricity, cable television and telecommunication services, sanitation, sewer and any type of utility or any other type of service charge, which is not separately billed to an Owner;

(3) The premiums on policies of insurance including, but not limited to, liability, casualty and directors and officers liability insurance for the Association Property;

(4) Any sums necessary for the maintenance and repair of the Association Property and all Improvements located thereon;

(5) Administrative and operational expenses;

(6) Any and all expenses deemed to be Operating Expenses by generally accepted accounting principles;

(7) All sums necessary in the maintenance and upkeep of the Lots within the development as part of an overall maintenance plan for VILLAGGIO;

(8) Legal Fees, expenses and disbursements incurred by the Association in furtherance of its duties and responsibilities pursuant to this Declaration;

(9) Funds to support operation of a Café.

867 | B. Pursuant to and in accordance with the provisions of Section 720.303(6) and any other  
868 relevant Florida Statutes and any subsequent amendments thereto, the Board of Directors shall  
869 establish and maintain Reserve Funds in non-categorized pooled accounts as approved by the  
870 membership, and supported by a Reserve Study which may be adjusted based upon current  
871 assessment of asset life. The Reserve Funds shall be deposited in an interest bearing account and the  
872 interest shall be maintained in the Reserve Fund account. Reserve Funds shall only be expended by  
873 the Board of Directors for those items included in the Reserve Study. However, Reserve Funds may  
874 also be expended for the express purpose of designating an expansion of Reserve uses or transfer of  
875 Reserve Funds with the vote of the Members as provided in the Bylaws.

876  
877 C. In addition, any expense, which is required by the Declaration to be the matter of a  
878 Special Assessment, shall not be deemed to be an Operating Expense. Expenses, which may be the  
879 subject of a Special Assessment, include by way of example but not by way of limitation, the  
880 following:

881  
882 1. The cost of reconstructing, replacing or improving the Association Property or any  
883 portion thereof or improvements thereon except when such costs are incurred due to the normal wear  
884 and tear of such Property or improvements thereon.

885  
886 2. Subject to the provisions of Article X, B, any casualty loss affecting the  
887 Association or the Association Property to the extent such loss exceeds the insurance proceeds, if  
888 any, receivable by the Association as a result of such loss;

889  
890 D. The following expenses are to be paid upon the affirmative vote of a majority of  
891 the Board of Directors present at a regular or special meeting of the Board of Directors at which a  
892 quorum is present, with specific notice to the community of the agenda item to be considered.

893  
894 1. Any judgment against the Association (or against a Director or Directors if and to  
895 the extent such Director is, or such Directors are, entitled to be indemnified by the Association  
896 pursuant to the Articles of Incorporation) to the extent such judgment exceeds the insurance  
897 proceeds, if any, received by the Association as a result of such judgment, or an agreement by the  
898 Association (or such Director or Directors to whom indemnification is owed) to pay an amount in  
899 settlement of a lawsuit against it (or such Director or Directors) to the extent such settlement exceeds  
900 the insurance proceeds, if any, received by the Association as a result of such settlement agreement;  
901 and

902 2. Legal Fees incurred by the Association in connection with the defense of litigation.

903  
904 The Operating Expenses with respect to the Association Property are payable by each  
905 Owner to the Association.

906  
907 | Section 2. ESTABLISHMENT OF LIENS. Each Assessment against a Lot, and any fine against  
908 a Lot that exceeds one thousand dollars in the aggregate, together with interest thereon and costs of  
909 collection, including, but not limited to, Legal Fees, shall be the personal obligation of the Owner of  
910 such Lot. Any and all Assessments made by the Association in accordance with the provisions of the  
911 VILLAGGIO Documents with interest thereon and costs of collection, including, but not limited to,  
912 Legal Fees, are hereby declared to be a charge and continuing lien upon each Lot against which each  
913 such Assessment is made. Said lien shall be effective only from and after the time of the recordation  
914 amongst the Public Records of the County of a written, acknowledged statement by the Association

915 setting forth the amount due to the Association as of the date the statement is signed. Upon full  
916 payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction  
917 of the statement of lien in recordable form. An Institutional Mortgagee of record shall not be liable  
918 for any Assessments, which accrued prior to said party's acquisition of title through foreclosure, or  
919 through a deed in lieu of foreclosure, except to the extent provided under law. Notwithstanding any  
920 term herein to the contrary, for all mortgages encumbering a Lot or Tract and recorded in the Public  
921 Records after the effective date of this amendment, and, to the extent allowable under Florida law,  
922 for all mortgages encumbering a Lot or Tract and recorded in the Public Records on or before the  
923 effective date of this amendment, the provisions of Section 720.3085, Fla. Stat., as now exist or may  
924 hereafter be amended, shall apply to the mortgagee's obligation for the payment of assessments or  
925 other charges accruing prior to the date the mortgagee obtains title to the Lot or Tract. In addition,  
926 and notwithstanding the foregoing, any other purchaser or other person who otherwise acquires title  
927 at a foreclosure sale shall be governed at all times by the provisions of Chapter 720, Fla. Stat., as  
928 may now exist or may hereafter be amended from time to time. A Parcel Owner is jointly and  
929 severally liable with the previous Parcel Owner for all unpaid assessments that came due up to the  
930 time of transfer of title, including but not limited to foreclosure and/or deed in lieu of foreclosure  
931 except as provided under law pursuant to Section 720.3085, Fla. Stat., as may be amended from time  
932 to time.

933  
934 Section 3. COLLECTION OF ASSESSMENTS. In the event any Owner shall fail to pay any  
935 Assessment, or installment thereof, charged to such Owner within fifteen (15) days after the same  
936 becomes due, then the Association, through its Board of Directors, shall have any and all of the  
937 following remedies to the extent permitted by law, which remedies are cumulative and which  
938 remedies are not in lieu of, but are in addition to, all other remedies available to the Association:  
939

940 1. To accelerate the entire amount of any Assessment for the remainder of the  
941 calendar year notwithstanding any provisions for the payment thereof in installments.  
942

943 2. To advance on behalf of the Owner(s) in default, funds to accomplish the  
944 needs of the Association up to and including the full amount for which such Owner(s) are liable to  
945 the Association and the amount or amounts of monies so advanced, together with interest and all  
946 costs of collection thereof, including, but not limited to, Legal Fees, may thereupon be collected by  
947 the Association from the Owner(s) and such advance by the Association shall not waive the default.  
948 The Association has the right but not the obligation to enter into alternative arrangements to ensure  
949 the payment of all sums due the Association.  
950

951 3. To file an action in equity to foreclose its lien at any time after the effective  
952 date thereof as provided in Section 2. hereinabove. The lien may be foreclosed by an action in the  
953 name of the Association in like manner as a foreclosure of a mortgage on real property.  
954

955 4. To file an action at law to collect said Assessment plus interest and all costs of  
956 collection thereof, including, but not limited to, Legal Fees, without waiving any lien rights or rights  
957 of foreclosure in the Association.  
958

959 5. To impose interest and late charges at the highest amount as allowed by law.  
960 Payments received by the Association shall be applied to the Owner's account in accordance with the  
961 requirements of Florida Statutes. Said statutory provision requires payments to be applied first to any

962 interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees  
963 incurred in collection, and then to the delinquent assessment.

964  
965 6. To suspend the use rights of the Owner(s) in default for nonpayment of any  
966 Assessment, or any other monetary obligation owed to the Association, or installment thereof, in  
967 accordance with the provisions of Section 720.305, Fla. Stat., as same may be amended from time to  
968 time.

969  
970 7. To suspend the voting rights of the Owner(s) in default for nonpayment of any  
971 Assessment, or any other monetary obligation owed to the Association, or installment thereof, in  
972 accordance with the provisions of Section 720.305, Fla., Stat., as same may be amended from time to  
973 time.

974  
975 Section 4. SPECIFIC LOT ASSESSMENT. An expense incurred or to be incurred by the  
976 Association as a consequence of an Owner's failure to address an obligation under this Declaration  
977 or the Rules and Regulations of the Association, including but not limited to cost associated with  
978 defending an action brought against an owner wherein the Association is named, shall be recoverable  
979 against the Owner as a Specific Lot Assessment and secured by a lien against the Owner's lot as  
980 provided under this Declaration.

981  
982 Section 5. RIGHTS OF THE ASSOCIATION AND INSTITUTIONAL MORTGAGEES TO  
983 PAY ASSESSMENTS AND RECEIVE REIMBURSEMENT. The Association and any  
984 Institutional Mortgagee(s) shall have the right, but not the obligation, jointly or singly, and at their  
985 sole option, to pay any of the Assessments which are in default and which may or have become a  
986 charge against any Lot(s). Further, the Association and any Institutional Mortgagees shall have the  
987 right, but not the obligation, jointly or singly, and, at their sole option, to pay insurance premiums or  
988 fidelity bond premiums or other required items of Operating Expenses on behalf of the Association  
989 where the same are overdue and where lapses in policies or services may occur.

990  
991 Section 6. TELECOMMUNICATION SYSTEMS. The Association shall have the right but not  
992 the obligation to enter into an agreement for Homes in VILLAGGIO, which can provide a package  
993 of telecommunication services that may be available for the benefit of the Members. Any and all  
994 costs and expenses incurred by the Association under or pursuant to any Agreement(s) entered into  
995 by the Association for Telecommunication Services will be assessed against all Lot Owners.  
996 Notwithstanding anything to the contrary contained in this Declaration, the costs and expenses  
997 charged to the Association under any Telecommunication Agreement shall be apportioned equally,  
998 except to the extent, if any, that any Owner elects to receive an "Optional Service" (being a service  
999 not automatically received by all Owners). Each Owner who receives an Optional Service, if any,  
1000 shall be responsible for paying for the costs thereof. The foregoing shall in no way obligate the  
1001 Association to enter into a Telecommunication Agreement.

1002  
1003 Section 6. MONITORED ALARM SYSTEM. The Association shall have the right but not the  
1004 obligation to enter into an agreement ("Monitored Alarm Agreement") for monitored alarm service  
1005 ("Monitored Alarm Service") for Homes in VILLAGGIO. Any and all costs and expenses incurred  
1006 by the Association under or pursuant to any Monitored Alarm Agreement(s) entered into by the  
1007 Association for Monitored Alarm Service will be assessed against all Lot Owners. The Monitored  
1008 Alarm Service may include features in addition to perimeter monitored alarm services such as, but  
1009 not limited to, a smoke/heat detection system, push button panels for emergency calls or other  
1010 features. Notwithstanding anything to the contrary contained in this Declaration, the costs and

1011 expenses charged to the Association under the Monitored Alarm Agreement shall be apportioned  
1012 equally except to the extent, if any, that any Owner elects to receive an "Optional Service" (being a  
1013 service not automatically received by all Owners). Each Owner who receives an Optional Service, if  
1014 any, shall be responsible for paying for the costs thereof. The foregoing shall in no way obligate the  
1015 Association to enter into a Monitored Alarm Agreement.

1016  
1017 ARTICLE VII

1018  
1019 METHOD OF DETERMINING ASSESSMENTS  
1020 AND ALLOCATION OF ASSESSMENTS  
1021

1022 Section 1. DETERMINING AMOUNT OF ASSESSMENTS. The total anticipated Operating  
1023 Expenses for each calendar year shall be set forth in the annual budget ("Budget") prepared by the  
1024 Board of Directors as required under the VILLAGGIO Documents. Each Lot shall be assessed its  
1025 *pro rata* portion of the total anticipated Operating Expenses, which shall be the "Individual Lot  
1026 Assessment" as to each Lot. Therefore, the total anticipated Operating Expenses shall be divided by  
1027 the total number of Lots.

1028  
1029 Section 2. ASSESSMENT PAYMENTS. The Individual Lot Assessments shall be payable  
1030 quarterly, in advance, on the first day of January, April, July and October of each year, provided,  
1031 however, at the Association's option, Individual Lot Assessments may be payable monthly. The  
1032 Individual Lot Assessments, and the quarterly installments thereof, as well as all Assessments  
1033 provided for herein and all installments thereof, may be adjusted from time to time by the Board of  
1034 Directors to reflect changes in the Budget or in the event that the Board of Directors determines that  
1035 the Assessments or any installment thereof is either less than or more than the amount actually  
1036 required.

1037  
1038 Section 3. SPECIAL ASSESSMENTS. Subject to the exception contained in the provisions of  
1039 Article X Subdivision B herein, "Special Assessments" include, in addition to other Assessments  
1040 designated as Special Assessments in the VILLAGGIO Documents, and whether or not for a cost or  
1041 expense, which is included within the definition of "Operating Expenses," those Assessments which,  
1042 are levied for capital improvements. Such Assessments include the costs (whether in whole or in  
1043 part) of constructing or acquiring Improvements for, or on, the Association Property or the costs  
1044 (whether in whole or in part) of reconstructing or replacing such Improvements. It is recognized and  
1045 declared that Special Assessments shall be in addition to, and are not part of, any Individual Lot  
1046 Assessment. Any Special Assessments assessed against Lots and the Owners thereof, shall be paid  
1047 by such Owners in addition to any other Assessments. Special Assessments shall be assessed in the  
1048 same manner as the Individual Lot Assessments. Special Assessments shall be paid in such  
1049 installments or in a lump sum as the Board of Directors shall, from time to time, determine.  
1050 Notwithstanding the foregoing, the levying of any Special Assessment after the "Turnover Date" (as  
1051 defined in the Articles of Incorporation) shall require the vote or written assent of a majority of the  
1052 total number of Members eligible to vote as of the day prior to the scheduled vote, in person or by  
1053 proxy at a meeting where a quorum has been established and held in accordance with the Bylaws.

1054  
1055 Section 4. LIABILITY OF OWNERS FOR INDIVIDUAL LOT ASSESSMENTS. By the  
1056 acceptance of a deed or other instrument of conveyance of a Lot in the Property, each Owner thereof  
1057 acknowledges that each Lot and the Owners thereof are jointly and severally liable for their own  
1058 Individual Lot Assessments and their applicable portion of any Special Assessments, as well as for  
1059 any and all other Assessments for which they are liable, as provided for herein. Such Owners  
1060 further recognize and covenant that they are jointly and severally liable with the Owners of all Lots

1061 for the Operating Expenses (subject to any specific limitations provided for herein such as, but not  
1062 limited to, the limitation with respect to matters of Special Assessments and the limitations on the  
1063 liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such  
1064 specific limitations, it is recognized and agreed by each Owner, for himself and his heirs, executors,  
1065 successors and assigns, that in the event any Owner fails or refuses to pay his Individual Lot  
1066 Assessment or any portion thereof, or his respective portion of any Special Assessment or any other  
1067 Assessment, then the other Owners may be responsible for increased Individual Lot Assessments or  
1068 Special Assessments or other Assessments due to the nonpayment by such other Owner, and such  
1069 increased Individual Lot Assessment or Special Assessment or other Assessment can and may be  
1070 enforced by the Association in the same manner as all other Assessments hereunder as provided in  
1071 the VILLAGGIO Documents.

1072  
1073 Section 5. LIABILITY OF OWNERS FOR FAILURE TO PAY LIENS UPON THEIR LOTS.  
1074 Each owner acknowledges that each lot and the Owners thereof are jointly and severally liable to pay  
1075 promptly when due, all liens upon their individual lots and improvements thereon. Said liens shall  
1076 include but not be limited to mortgages, loans, taxes, judgments, liens for fines of one thousand  
1077 dollars or more, and mechanic's liens. In the event an Owner fails to pay said lien when due, and an  
1078 action to foreclose said lien is commenced, the Owner and the lot shall be liable to the Association  
1079 for legal fees and disbursements reasonably necessary to protect the Association's interests. If  
1080 payment of said reasonably incurred legal fees and disbursements is not made to the Association  
1081 within fifteen (15) days after written notice for payment, normal collection procedures shall be  
1082 enforced.

1083  
1084 Section 6. WORKING FUND CONTRIBUTION. Each Owner who purchases or otherwise  
1085 obtains title to a lot by any other means, shall pay to the Association at the time legal title is  
1086 conveyed to such Owner, a "Working Fund Contribution." Notwithstanding the foregoing, where the  
1087 Association takes title to a Lot by foreclosure, or otherwise, the Association shall not be required to  
1088 pay the Working Fund Contribution. Additionally, this requirement to provide a Working Fund  
1089 Contribution shall not apply where title is acquired by an immediate family member of the Lot  
1090 Owner, which immediate family member shall be defined as the Owner's spouse, parents, siblings,  
1091 children, grandchildren, or grandparent, or where the Lot has been transferred or otherwise conveyed  
1092 to a trust or otherwise conveyed for estate planning purposes. The Working Fund Contribution shall  
1093 be an amount equal to a two months' share of the annual Operating Expenses including Reserve  
1094 Assessment applicable to such Lot pursuant to the Budget. Working Fund Contributions are not  
1095 advance payments of Individual Lot Assessments and shall have no effect on future Individual Lot  
1096 Assessments, nor will they be held in reserve. The Association shall have the right to collect such  
1097 Working Fund Contributions at any time once title has been conveyed and such working Fund  
1098 Contribution is owed to the Association pursuant to this Section 6.\_

1099  
1100 Section 7. WAIVER OF USE. No Owner may exempt himself from personal liability for  
1101 Assessments duly levied by the Association. No Owner may release the Lot owned by him from the  
1102 liens and charges hereof either by waiver of the use and enjoyment of the Association Property and  
1103 the facilities thereon or by abandonment of his Home or Lot.

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1110 ARTICLE VIII  
1111

1112 MAINTENANCE AND REPAIR OBLIGATIONS  
1113

1114 Section 1. BY THE ASSOCIATION.  
1115

1116 A. The Association, at its expense, shall be responsible for the maintenance,  
1117 repair and replacement of all of the Improvements and facilities located upon the Association  
1118 Property, as otherwise provided herein. Lawns throughout the community, on either common  
1119 property or owner lots, except as noted in Article IX, Section 8, shall be maintained by the  
1120 Association, including mowing, fertilization, and weeding, based upon industry standard practices.  
1121 Should any incidental damage be caused to any Home by virtue of the Association's failure to  
1122 maintain the Association Property as herein required or by virtue of any work which may be done or  
1123 caused to be done by the Association in the maintenance, repair or replacement of any Association  
1124 Property, the Association shall, at its expense, repair such incidental damage. The Association shall  
1125 not, however, be responsible for any loss of use, any hardship, an Owner's time or any other  
1126 consequential or punitive damages.  
1127

1128 B. The Association shall operate, maintain and repair a water sprinkler system  
1129 constructed over, through and upon the Association Property, and homeowner lots, as it shall deem  
1130 appropriate. The Association shall be responsible for the costs of operation and maintenance of the  
1131 sprinkler system, and the cost of repair or replacement to all or any part thereof. There is hereby  
1132 reserved in favor of the Association the right to enter upon the Association Property and any and all  
1133 Lots for the purpose of operating, maintaining, repairing and replacing a water sprinkler system over,  
1134 through and upon the Association Property and all of the Lots within the Property.  
1135

1136 Each Owner, by acceptance of a deed or other instrument of conveyance of a  
1137 Home or Lot within VILLAGGIO, acknowledges that any water provided for irrigation purposes may  
1138 be untreated water or treated effluent reuse water. The Association shall not be responsible for the  
1139 quality of water provided for such irrigation purposes.  
1140

1141 C. The Association shall be responsible for the maintenance, repair and  
1142 replacement of all private streets located upon the Association Property and there is hereby reserved  
1143 in favor of the Association the right to enter upon any and all parts of the Association Property and  
1144 the Lots for such purpose. To the extent permitted by the appropriate governmental authority, the  
1145 Association may, but shall not be obligated to, also provide maintenance of all city, County, district  
1146 or municipal properties which are located within or in a reasonable proximity of the Property to the  
1147 extent that their deterioration or unkempt appearance would adversely affect the appearance of the  
1148 Property, including the right to enhance the landscaping in any public rights of way.  
1149

1150 D. The Association, by action of the Board of Directors, may engage in  
1151 projects\*\* that alter, enhance, replace or add to Association Property or amenities for Members,  
1152 during each budget year for items not included in the operating budget, or the Reserve Account and  
1153 are deemed not to be normal operating expenses, within an aggregate amount not to exceed two  
1154 percent of the operating budget. Each project shall be limited to a cost not to exceed one percent of  
1155 the operating budget as approved or amended. The source of these funds should come from the  
1156 following sources in the listed priority:  
1157



- 1158 1) Surplus funds currently or projected within the current budget year. These funds shall  
1159 include both the results from operations and unbudgeted income.  
1160 2) If sufficient funds are not available from Item 1 above then funds can be expended from  
1161 the Owners' Equity Account\* netted by adjustments to prior years surplus, as reflected  
1162 on the prior month end balance sheet subject to item 3 below. Funds from the Owners'  
1163 Equity Account can be expended provided the net amount does not reduce the balance  
1164 of the prior year adjusted surplus to less than 65% of the current year budgeted average  
1165 monthly operating expenses.  
1166 3) If the current year operating budget is at a deficit or projected to be at a deficit at year  
1167 end, than the deficit amount has to reduce the available funds in the Owners Equity  
1168 Account calculated in Item 2 above.

1169 \* Owners' Equity Account is the sum of the "Fund Balance - Unallocated" and the "Prior  
1170 Year Adjustments" accounts as shown on the Balance Sheet.

1171  
1172 \*\* Projects that have been voted down by the Community are not subject to spending  
1173 under this authority

1174  
1175 All alterations, enhancements, replacements or additions where sufficient funds are not  
1176 available as defined in this paragraph D. must be approved by a vote of the Members as  
1177 described in Article V herein.

1178  
1179 E. All expenses incurred by the Association in connection with the services and  
1180 maintenance described in the foregoing Paragraphs A through D, inclusive, are Operating Expenses,  
1181 payable by each Owner under the provisions of this Declaration concerning Assessments. Should the  
1182 maintenance, repair or replacement provided for in Paragraphs A through D of this Section 1 be  
1183 caused by the negligence or misuse by an Owner, his or her family, guests, servants, invitees, or  
1184 lessees, such Owner shall be responsible therefore, and the Association shall have the right to levy an  
1185 Assessment against such Owner's Lot, and said Assessment shall constitute a lien upon the  
1186 appropriate Lot and Home with the same force and effect as a lien for Operating Expenses.

1187  
1188 F. The Association has the reasonable right of entry upon any Lot to make  
1189 emergency repairs and to do other work reasonably necessary for the proper maintenance and  
1190 operation of VILLAGGIO.

1191  
1192 G. Notwithstanding anything contained herein to the contrary and to the extent  
1193 applicable, all median landscaping required pursuant to the Conditions for development of Project  
1194 No.0696-000/ Petition No. DOA A96-081(A), including an irrigation system if required, shall be  
1195 installed by the Association along with landscaping for the adjacent median of the Hypoluxo Road  
1196 Right-Of-Way. The landscaping for the Hypoluxo Right-Of-Way and any other roadway landscaping  
1197 and buffering as required by the Conditions of Approval for the aforementioned Project and Petition  
1198 ("roadway"), shall at a minimum, consist of the "low Cost Planting Concept" outlined in the Palm  
1199 Beach County Engineering and Public Works Department March 1994 Streetscape Standards. The  
1200 Association shall also supplement any existing landscape material previously planted in this median  
1201 and all new landscape material shall be consistent with the landscaping theme adopted for this  
1202 roadway. All landscape material, installation, and maintenance requirements shall be subject to the  
1203 standards set forth by the Streetscape Standards. Maintenance of the roadway landscaping as

1204 permitted and installed as herein provided and all required median and all existing landscape  
1205 material shall be the perpetual maintenance obligation of the Association. Perpetual maintenance  
1206 includes, but is not limited to pruning, fertilizing, irrigation, and alternate watering of Xeriscape  
1207 material during periods of drought in order to maintain healthy plant material.  
1208

1209 H. The painting and caulking of the exterior surface of each Home and the  
1210 cleaning of the roofs of Homes shall be the responsibility of the Association. The Association shall  
1211 be permitted to establish Reserves in connection with the Association's maintenance obligations  
1212 under this Section, and said Reserves shall be provided for in the Budget and collectible as an  
1213 Assessment from the Owners as provided under Articles VI and VII of this Declaration. The Board  
1214 of Directors shall be permitted to adopt reasonable Rules and Regulations with respect to the  
1215 Association's obligations hereunder, including, by way of example, scheduling and administration of  
1216 the work to be performed, providing notices to the Owners as to anticipated work to be performed  
1217 and setting forth the amount of funds to be reserved within the annual Budget. The Board of  
1218 Directors shall be permitted to enter into contracts with duly licensed and insured contractors to  
1219 perform the work contemplated under this Paragraph. Except as specifically provided herein,  
1220 Owners shall be responsible to maintain their Lots and Homes, including the roofs of their Homes, in  
1221 accordance with the provisions of Section 2 under this Article VIII. The Association shall not be  
1222 liable for any loss sustained as a consequence of failing to timely perform such services.  
1223

1224 Section 2. BY THE OWNERS.  
1225

1226 A. Each Owner is responsible for the repair, maintenance and/or replacement of  
1227 all portions of the Home and Lot and other improvements of the Home including any landscaping.  
1228 The Owner of each Home must keep and maintain the Lot and the Improvements thereon, including  
1229 equipment and appurtenances, in good order, condition and repair, and must perform promptly all  
1230 maintenance and repair work within their Home or on their lot which, if omitted, would adversely  
1231 affect VILLAGGIO, the other Owners or the Association and its Members. The Owner of each Lot  
1232 shall be responsible for any damages caused by a failure to so maintain such Lot, Improvements and  
1233 Home. The Owners' responsibility for maintenance, repair and replacement shall include, but not be  
1234 limited to, all of the physical structure constructed in, upon or below the Lot, and physical items  
1235 attached or connected to such structure that run beyond the boundary line of the Lot which  
1236 exclusively service or benefit the Lot and Home. Additionally, maintenance of the exterior surface  
1237 of the walls, doors, windows and roof of the physical structure of the Home shall be done by the  
1238 Owner, and the exterior surface of such walls, doors, windows and roof shall at all times be  
1239 maintained in a good and serviceable condition with no damage or other defect therein by the Owner,  
1240 except for the painting of the home and the cleaning of the roof when such is part of a routine  
1241 community wide contract. The Owner of a Lot further agrees to pay for all utilities, such as  
1242 telephone, telecommunications, water, sewer, sanitation, electric, etc., that may be separately billed  
1243 or charged to each Home. The Owner of each Lot shall be responsible for insect and pest control  
1244 within the Home. Whenever the maintenance, repair and replacement of any items which an Owner  
1245 is obligated to maintain, repair or replace at his own expense is occasioned by any loss or damage  
1246 which may be covered by any insurance maintained in force by the Association, the proceeds of the  
1247 insurance received by the Association shall be used for the purpose of making such maintenance,  
1248 repair or replacement, except that the Owner shall be, in said instance, required to pay such portion  
1249 of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of  
1250 any deductibility provision of such insurance or otherwise, reduce the amount of the insurance  
1251 proceeds applicable to such maintenance, repair or replacement.

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B. In addition to the above, Owners of all Homes shall be responsible to: fix leaks in and otherwise maintain and repair the roofs of their Homes; replace any dead or obviously dying trees or landscaping, including trees, shrubs, flowers and other plant materials on their Lots and maintain, repair and replace any fences on their Lots any mail post or mail box, except as otherwise provided herein. Owners of Homes shall also clean, maintain and repair the driveways, including the access to their driveway located on or in front of their Lots.

C. If a Home is damaged by fire or other casualty, its Owner shall properly and promptly restore it to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Home unless otherwise authorized by the Board of Directors and shall be otherwise subject to all provisions of Article VIII hereof.

D. Each Owner shall keep his Home insured in an amount not less than its full insurable value against loss or damage by fire or other hazards. Evidence of such coverage shall be furnished to the Association upon the Board of Directors' request. Failure to demonstrate insurance coverage when requested as identified by this item D. will be subject to enforcement procedures, fines and other consequences as may be authorized.

E. If an Owner fails to comply with the foregoing provisions of this Section 2. D., the Association may proceed to enjoin compliance

F. The Owner of each Lot shall be responsible for the maintenance, repair and replacement of any Privacy Fences and Hedges encompassed within each Lot.

G. No weeds, underbrush, refuse or unsightly objects shall be permitted to remain upon any Lot. All landscaping, sprinkler systems, structures, improvements and appurtenances shall be kept in good, safe, clean, neat and attractive condition in accordance with all provisions of this Declaration (including architectural control). Upon failure of the Owner of any Lot to maintain same as aforesaid to the reasonable satisfaction of the Association after fifteen (15) days prior written notice, the Association may (i) enter upon such Lot and make such improvements or correction as may be necessary, the costs of which shall be paid to the Association by the offending Owner, or (ii) the Association may bring an action at law or in such equity against such party to enforce this provision, and/or recover damages for the failure to abide by same. However, if any emergency situation arises as a result of a failure of any portion of the lot to be maintained as set forth above, the Associations shall have the foregoing remedies without having to give the aforescribed fifteen (15) days prior written notice. Entry by the Association as described herein shall not be a trespass, and by the acceptance of a deed for a lot, all Owners have expressly given the Association the continuing permission to enter, which permission may be revoked. If any Owner fails to make payment as above provided, within fifteen (15) days after request, the Association shall have the right to convert such charge to a Specific Lot Assessment and file a lien therefore on the home of the offending Owner, and enforce the lien in accordance with Article VI hereof.

H. If a failure to comply with the provisions of this Section 2. relates to the Owner's obligation to maintain the Home, landscaping or any other area required to be maintained by the Owner, then, in addition to the exercise of all other remedies, the Association shall have the right but not the obligation, upon fifteen (15) days written notice, to enter the property of the Owner for the purpose of performing the maintenance referred to, set forth and described in the notice. The determination of whether an Owner is failing to properly maintain and care for the property for

1302 which he has the maintenance responsibility shall be determined in the sole discretion of the  
1303 Association. Further, the Association shall be entitled, but not obligated, to perform such  
1304 maintenance and care itself and to levy on the out of compliance Owner a Specific Lot Assessment  
1305 equal to the cost of performing such maintenance (together with the administrative fee equal to 20%  
1306 of such cost) and any such Specific Lot Assessment shall constitute a lien upon the applicable Lot  
1307 and Home with the same force and effect as a lien for Operating Expenses.  
1308

1309 Section 3. DAMAGE TO BUILDINGS AND PROPERTY. The Owner of any Home which has  
1310 suffered damage may apply to the ARC for approval for reconstruction, rebuilding, or repair of the  
1311 Improvements therein. The Committee shall grant such approval only if, upon completion of the  
1312 work, the exterior appearance will be substantially similar to that which existed prior to the date of  
1313 the casualty. If the obligation for repair falls upon the Association, the Committee approval will not  
1314 be required prior to the commencement of such work, so long as the exterior appearance will be  
1315 substantially similar to that which existed prior to the date of the casualty.  
1316

1317 The owner or owners of any damaged building, the Association, and the ARC shall be  
1318 obligated to proceed with all due diligence hereunder and the responsible parties shall commence  
1319 reconstruction within three (3) months after the damage occurs and complete reconstruction within  
1320 one (1) year after the damage occurs, unless prevented by causes beyond his or its reasonable control.  
1321

1322  
1323 ARTICLE IX

1324 |  
1325 USE RESTRICTIONS FOR OWNERS AND THEIR LOTS  
1326

1327 All of the Property shall be held, used, and enjoyed subject to the following limitations and  
1328 restrictions, and any and all additional Rules and Regulations which may, from time to time, be  
1329 adopted by the Association:  
1330

1331 Section 1. STRUCTURES AND OTHER IMPROVEMENTS. No Structures or Improvements  
1332 of any kind, including but not limited to, any building, wall, fence, sign, mailbox, landscaping,  
1333 planting, swimming pool, tennis court, basketball structure, outdoor play equipment, screen  
1334 enclosure, driveway, sidewalk, sewer, drain, water area, shall be erected, placed, planted or  
1335 maintained on any portion of the Property without the consent of the Architectural Review  
1336 Committee (“ARC”) pursuant to Article IX, Section 28 hereof.  
1337

1338 Section 2. ANTENNAS, DISCS AND FLAGPOLES. Subject to all applicable government  
1339 requirements, no outside antennas, discs, aerials, satellite dishes, poles, electronic devices, or  
1340 flagpoles shall be permitted on any portion of the Property except as may be approved by the ARC.  
1341

1342 Section 3. TEMPORARY STRUCTURES. No tents or temporary structures shall be permitted  
1343 on any portion of the Property unless their size, appearance and temporary location have first been  
1344 approved in writing by the ARC, and by the County or its appropriate review committee. Any signs  
1345 to be used in conjunction with any tent or temporary structure must (i) be approved by the ARC; and  
1346 (ii) be in compliance with County ordinances and if applicable, conditioned on procuring required  
1347 governmental approvals.  
1348

1349 Section 4. RESIDENTIAL PURPOSES AND OCCUPANCY A Lot owner or resident is  
1350 prohibited from conducting any trade, business, profession or other type of commercial activity in a  
1351 home, on their lot, or within the Development. For purposes of clarification, the Villaggio at Villages

1352 of Windsor Homeowners Association, Inc., precludes from such restriction, (1) the rental of a Home  
1353 for residential occupancy, subject to the rules for such rental, (2) the use of a room or other space  
1354 within a Home as an office for conducting personal business if such business does not require  
1355 contact at the Home with customers and clientele of the Homeowner, nor be of such a pervasive  
1356 nature as to dominate the residential character of the occupancy of such Home. However, the owner  
1357 or resident shall not use the home address at Villaggio as the business address on advertisements,  
1358 promotional literature so as to indicate that any property within Villaggio is used for commercial  
1359 purposes. Such personal business must, nonetheless, comply with any applicable governmental  
1360 regulations.

1361  
1362 Section 5. OWNERS' PERSONAL PROPERTY. Owners shall store personal property within  
1363 their respective Home and any outdoor furniture, or the like, shall be kept in a neat and clean manner  
1364 at all times.

1365  
1366 Section 6. FACTORY BUILT STRUCTURES. No Structure of any kind of what is commonly  
1367 known as "factory built", or "modular", or "mobile home" type construction shall be erected or  
1368 placed anywhere on the Property without the prior written approval of the ARC.

1369  
1370 Section 7. SIGNS & DECORATIONS.

1371 1. Signs for the Sale or Rent of Homes. Signs for sale or rent may not be  
1372 displayed or be visible on or about the Home, on the Property or any lot with respect to any Home.

1373  
1374 2. Other Signs and Decorations. No other signs, advertisements, notices or other  
1375 lettering or decorations shall be displayed on any portion of the property or vehicles parked thereon,  
1376 unless the placement, content, form, size, lighting and time of placement of such sign be first  
1377 approved by the Board of Directors, except that signs for contracted security services may be posted  
1378 within ten feet of the entrance to a home. No flashing signs or flags shall be permitted subject to the  
1379 provisions of the applicable Florida Statute. All signs must also conform with the governmental  
1380 codes and regulations and with any master design plan for signs established by the Board of  
1381 Directors.

1382  
1383 Section 8. WALLS, FENCES AND SHUTTERS. The prior written approval of the ARC shall  
1384 be required as a condition precedent to the: (a) construction of any wall, fence, hedge or shrubbery on  
1385 the Property; (b) construction of any wall or fence on any Lot (no wall or fence shall be constructed  
1386 until its height, length, type, design, composition, material and location is approved in writing by the  
1387 ARC); and (c) storage of any hurricane, storm or weather shutters, awnings or shades on the exterior  
1388 of any Structure. The Association shall not be responsible for any scheduled care and/or  
1389 maintenance of any portion of any lot, which has been walled or fenced in by any Homeowner.

1390  
1391 Any fence to be placed upon any Lot must be approved by the Committee, as  
1392 provided in Article IX, Section 28 hereof, prior to installation. In no event may a fence be placed in  
1393 the area between the front of a Home and the Street, Drive, Road or Roadway at the front of the Lot  
1394 on which the Home is situated. The Owner assumes complete responsibility to maintain the fence,  
1395 including, but not limited to, trimming any grass, ivy or other plants within the fenced in area. In the  
1396 event the Architectural Review Committee approves the installation of a fence, it shall also have the  
1397 right to require installation of landscaping, also subject to the Committee's approval, at the time the  
1398 fence is installed.

1399

1400 Notwithstanding that an Owner has obtained the approval of the Committee to install  
1401 a fence or landscape materials, as provided hereinabove, such installation shall be at the Owner's  
1402 sole risk.

1403  
1404 In addition, the installation of any fence placed upon any Lot is subject to easements,  
1405 which run with the land. In the event the grantee of any such easement which runs with the land  
1406 (i.e., FPL), its successors and/or assigns, requires the removal of any fence upon the Lot, then the  
1407 Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. The  
1408 Owner of a Lot in installing any fence upon the Lot shall comply with all valid laws, zoning  
1409 ordinances and regulations of the city and County governmental bodies, as applicable, in addition to  
1410 the Committee approval required by Article IX, Section 28 hereof.

1411  
1412 Notwithstanding anything contained to the contrary in this Declaration, an Owner of a  
1413 Lot who elects to install a fence on any portion of his Lot shall be responsible for the maintenance  
1414 and care of the lawn and landscaping and hedge, if any, in the portion of the Lot which becomes  
1415 enclosed by the fence construction. Such Owner of a Lot shall not be entitled to a reduction in  
1416 Assessments in turn for being responsible for such maintenance and care. "Maintenance and care"  
1417 within the meaning of this subsection shall include, by way of example and not of limitation,  
1418 mowing, edging, fertilizing and spraying of lawns, maintenance of the irrigation system, replacement  
1419 of sod and the trimming, fertilizing and spraying of any Hedge. In the event the Owner fails to  
1420 properly maintain his Lot and/or Home pursuant to this subparagraph, then the Association shall  
1421 have the right but not the obligation, upon fifteen (15) days written notice, to enter the property of  
1422 the Owner for the purpose of performing the maintenance referred to, set forth and described in the  
1423 notice. The determination of whether an Owner is failing to properly maintain and care for the  
1424 property for which he has the maintenance responsibility shall be determined in the sole discretion of  
1425 the Association. Further, if failure to comply relates to the Owner's obligations to maintain and care  
1426 for his property, the Association shall be entitled, but not obligated, to perform such maintenance and  
1427 care itself and to levy on the offending Owner a Specific Lot\_Assessment equal to the cost of  
1428 performing such maintenance (together with the administrative fee equal to 20% of such cost) and  
1429 any such Specific Lot\_Assessment shall constitute a lien upon the applicable Lot and Home with the  
1430 same force and effect as a lien for Operating Expenses.

1431  
1432 Section 9. MAILBOXES. No Owner shall alter, paint or replace the mailbox or mail post  
1433 serving his Lot without the prior written consent of the Board of Directors. Notwithstanding the  
1434 preceding, the homeowner is responsible for repair or replacement of a damaged mailbox with prior  
1435 notification to the General Manager (or designee) that repair or replacement is necessary.

1436  
1437 Section 10. SOD AND SHRUBBERY. Subject to the rules of the ARC, no sod, topsoil, muck,  
1438 trees or shrubbery shall be removed, changed or added to by any Owner on any portion of his/her Lot  
1439 or property. No sod, topsoil, muck, trees or shrubbery shall be removed, changed or added by any  
1440 Owner, renter or any other affiliated persons to the Common Areas of Association property within  
1441 the development without specific prior written permission of the Board of Directors.

1442  
1443 Section 11. GARBAGE AND TRASH CONTAINERS. All garbage, trash containers and the like  
1444 shall be placed in Board of Directors, ARC or County approved receptacles and in such a manner as  
1445 not to be visible from the streets. If the County does not provide for the removal of refuse, the  
1446 Association shall employ the services of a private company for the removal of all refuse.

1447

1448 | Section 12. BOATING, FISHING AND SWIMMING. Boating and fishing in any water bodies  
1449 within VILLAGGIO may be subject to any rules promulgated from time to time by the Board of  
1450 Directors, or any other governmental authority. However, (i) no vessels using combustion engines  
1451 shall be allowed on any lakes, (ii) no jet skis of any nature shall be allowed on any lakes and (iii) no  
1452 swimming shall be allowed in any lakes. Neither the Association, nor any of their officers, directors,  
1453 committee members, employees, management agents, contractors or subcontractors (collectively, the  
1454 “Listed Parties”) shall be liable for any property damage, personal injury or death occurring in or,  
1455 otherwise related to, any water body; all persons using the same do so at their own risk. All Owners  
1456 and users of any portion of the Property shall be deemed, by virtue of their acceptance of the deed or  
1457 use of any facility at the Property, to have agreed to release the Listed Parties from all claims for any  
1458 and all changes in the quality and level of the water in such bodies. All persons are hereby notified  
1459 that from time to time alligators and other wildlife may inhabit or enter into water bodies within or  
1460 nearby the properties and may pose a threat to persons, pets and property, but that the Listed Parties  
1461 are under no duty to protect against, and do not in any manner warrant or insure against, any death,  
1462 injury, or damage caused by such wildlife.

1463  
1464 Section 13. AREAS OUTSIDE HOMES. No supplies, or other articles not intended as outdoor  
1465 amenities shall be placed or stored outside of the home, nor shall any laundry of any kind, or other  
1466 articles, be shaken or hung from any portion of the exterior of walls, doors, patios, windows or roofs,  
1467 unless approved in writing by the Board of Directors or the ARC. Notwithstanding the foregoing,  
1468 laundry may be aired or dried from clotheslines as long as the clothesline is screened from the view  
1469 of all persons except those within the Home at which the clothesline is located.

1470  
1471 Section 14. RULES, REGULATIONS and POLICIES. The Board of Directors, in accordance  
1472 with the Bylaws, shall have the right to create Policies, and the implementation and enforcement of  
1473 such, promulgate and impose Rules and Regulations, and the implementation and enforcement of  
1474 such, and thereafter modify, alter, amend, or terminate any of the same with respect to the use,  
1475 operation, and enjoyment of the Association Property and Common Areas and other improvements  
1476 located thereon, including, but not limited to, establishing hours and the manner of operation. The  
1477 Board may create, populate, determine mission statements and service terms of Board sub-  
1478 Committees, Volunteer Committees, Task Forces and Advisory Support Groups or other similar  
1479 groups.

1480  
1481 Section 15. NO IMPLIED WAIVER. The failure of the Board of Directors to object to an Owner  
1482 or another person’s failure to comply with restrictions contained herein shall in no event be deemed a  
1483 waiver by the Board of Directors, or any Person having an interest herein, of its right to object to the  
1484 same and to seek compliance therewith in accordance with the provisions of this Declaration.

1485  
1486 Section 16. EXCULPATION FOR ACTION. The Board of Directors or the ARC may grant,  
1487 withhold or deny its consent or approval in any instance where such is permitted or required without  
1488 any liability of any kind therefore so long as the Board of Directors or ARC is acting in good faith.  
1489 No approval, consent or waiver of action by the Board of Directors or the ARC shall be deemed a  
1490 warranty of compliance nor shall give rise to any claim against the Board of Directors or the ARC,  
1491 except for their gross negligence or intentional misconduct.

1492  
1493 Section 17. EXTENDED MEANING OF OWNER. All restrictions in this Article IX which refer  
1494 to Owners shall be construed to include any other Person occupying an Owner’s Home, including his  
1495 family members, agents, tenants, licensees, invitees or guests. Failure of an Owner to notify any  
1496 Person of the existence of the covenants, restrictions, easement and other provisions of this

1497 Declaration shall not in any way act to limit or divest the right of enforcement of these provisions  
1498 against the Owner or such Person.  
1499

1500 Section 18. NUISANCES. No obnoxious or offensive activity shall be carried on or about the  
1501 Lots or in or about any Improvements, Homes, or on any portion of VILLAGGIO, nor shall anything  
1502 be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner.  
1503 No use or practice shall be allowed by any Owner, in or around the Homes, which is a source of  
1504 annoyance to Owners or occupants of Homes or which interferes with the peaceful possession or  
1505 proper use of the Homes or the surrounding areas. No loud noises or noxious odors shall be  
1506 permitted in any Improvements, Homes or Lots. Without limiting the generality of any of the  
1507 foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices  
1508 used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large  
1509 power tools, unlicensed off-road motor vehicles or any items which may unreasonably interfere with  
1510 television or radio reception of any Owner shall be located, used or placed on any Lot, or exposed to  
1511 the view of other Owners without the prior written approval of the Board of Directors.  
1512 Notwithstanding anything to the contrary herein, so long as any activity which is carried on upon a  
1513 parcel of real property is allowable within applicable zoning regulations or is a noise emanating from  
1514 any equipment (e.g. pool pumps or air conditioning compressors or fans) utilized by any common  
1515 area facilities, no such activity shall be deemed a nuisance hereunder.  
1516

1517 Section 19. PARKING AND VEHICULAR RESTRICTIONS. On street parking is permitted on  
1518 subject to the Rules and Regulations established by the Board of Directors. No parking on any  
1519 grassed area is permitted. No Owner shall keep any vehicle on a Lot, where such vehicle is deemed  
1520 to be a nuisance by the Board of Directors. No Owner shall conduct repairs taking more than  
1521 twenty-four (24) hours (except in an emergency or except within the garage of the Home with the  
1522 garage door closed) or restorations of any motor vehicle, boat, trailer, or other vehicle upon a Lot.  
1523 No commercial vehicle, branded vehicle or vehicle displaying advertisement, motor home,  
1524 limousine, truck, pick up truck, tractor, trailer, boat or boat trailer, or motorcycle may be parked or  
1525 stored on the Property except in the garage of a Home located upon a Lot, with the garage door in a  
1526 closed condition, except that Commercial vehicles in the act of providing a service to an owner or lot  
1527 shall be permitted. A motorcycle may be parked on the driveway. No bus or tractor-trailer or any  
1528 other truck larger and/or other than a full-size sport utility vehicle may be parked on the Property,  
1529 except temporarily (as defined in the Rules and Regulations) as in the case of a moving van, pod or  
1530 other such vehicle necessary to provide service to an Owner and with the exception of any owner  
1531 who received written approval of an application to the ARC to conduct such construction. Any  
1532 vehicle owned by the homeowner or his guests or invitees that is parked in violation of the  
1533 restrictions included in this Section or the published Rules and Regulations regarding parking shall  
1534 be subject to towing by a private company and the costs associated with the removal of such vehicle.  
1535

1536 Section 20. NO IMPROPER USE. No improper, offensive, hazardous or unlawful use shall be  
1537 made of any Home nor shall anything be done thereon tending to cause embarrassment, discomfort,  
1538 annoyance or nuisance to any person using any portion of the Property. All valid laws, zoning  
1539 ordinances and regulations of all governmental bodies having jurisdiction thereover shall be  
1540 observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency  
1541 having jurisdiction thereover, relating to any Home shall be corrected by, and at the sole expense of,  
1542 the Home's owner.  
1543

1544 Section 21. INCREASE IN INSURANCE RATES. No Owner may engage in any action, which  
1545 may reasonably be expected to result in an increase in the rate of any insurance policy or policies  
1546 covering or with respect to any portion of the Property not owned by such Owner.



1547  
1548 Section 22. SLOPES AND TREES. No Owner may engage in any activity, which will change the  
1549 slope or drainage of a Lot. No tree may be removed from an owner's property without application  
1550 and prior written permission of the ARC. Additional trees may be planted on the Owner's property  
1551 with application and prior permission of the ARC.

1552  
1553 Section 23. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil  
1554 refining, boring or mining operations of any kind shall be permitted upon or on any Lot nor shall oil  
1555 wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or  
1556 other structure designed for use in boring for oil or natural gas shall be erected, maintained or  
1557 permitted upon any Lot.

1558  
1559 Section 24. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on  
1560 any of the Property, provided that a central sewage disposal system is being operated in accordance  
1561 with the requirements of the governmental regulatory body having jurisdiction over said central  
1562 system.

1563  
1564 Section 25. WATER SUPPLY. No individual water supply system shall be permitted on any of  
1565 the Property provided that a central water supply system is being operated in accordance with  
1566 requirements of the governmental body having jurisdiction over said central system.

1567  
1568 Section 26. PETS AND ANIMALS.

1569  
1570 (a) No animals other than dogs, cats, fish or birds shall be kept, raised or used  
1571 upon any portion of the Property. Pets, except service animals, shall be prohibited from all portions  
1572 of the Common Areas buildings, pools, and enclosed areas, except where designated by the Board of  
1573 Directors.

1574  
1575 (b) Obnoxious animals, shall not be kept or permitted to be kept anywhere on the  
1576 Property. Rottweiler, Pitbull and similar aggressive breeds, whether full bred or mixed breed, may  
1577 not be kept anywhere on the Property. Furthermore, dogs that exhibit aggressive behavior, not  
1578 limited to biting or snapping, shall upon notice from the Property Manager or designee, be removed  
1579 from the Property. The determination of what is or what may be an obnoxious animal, shall be  
1580 determined by the Board of Directors in its sole discretion.

1581  
1582 (c) Notwithstanding the foregoing, an Owner may keep dogs or cats within his  
1583 Home (not to exceed two animals in total). However, the animal(s) must be maintained as an indoor  
1584 pet(s) and any excessive barking as determined in the sole discretion of the Board of Directors shall  
1585 be deemed a nuisance or obnoxious animal as hereinabove provided.

1586  
1587 (d) No pet shall be permitted outside of a Home except on a leash or in an  
1588 enclosed rear yard. Each Owner shall promptly remove and properly dispose of any solid waste  
1589 matter deposited by his pet.

1590  
1591 (e) Notwithstanding the foregoing, dogs that are restricted herein above, but are  
1592 currently residing as of March 2010 with their owners in Villaggio are hereby grandfathered in as  
1593 permitted, but are further subject to expulsion on notification from the General Manager or designee,  
1594 in the event that said dog(s) exhibit aggressive behavior as identified herein above.

1595

1596 Section 27. ENFORCEMENT. Failure of an Owner to comply with any limitations or restrictions  
1597 in this Declaration or any of the VILLAGGIO Documents or with any Rules and Regulations  
1598 promulgated by the Association shall be grounds for action which may include, without limitation,  
1599 an action to recover sums due for damages, including legal fees and costs, injunctive relief,  
1600 suspension of common area use rights or any combination thereof.

1601  
1602 In addition to all other remedies and in the sole discretion of the Board of Directors, a  
1603 fine or fines, in an amount to be set by the Board of Directors, which amount shall not exceed the  
1604 maximum amount allowed by law at the time of the violation, or in accordance with our governing  
1605 documents may be imposed upon an Owner for failure of such Owner, or his family, guests, invitees,  
1606 lessees or employees, to comply with any of the VILLAGGIO Documents; use rights to the  
1607 Association Property may be suspended with respect to any or all such persons, provided the  
1608 following Notice and Hearing procedures are adhered to:

1609  
1610 A. Notice. The Association shall notify the Owner in writing of the  
1611 noncompliance and set forth the corrective action to be taken. A fine or suspension may not be  
1612 imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended.

1613  
1614 B. Hearing. Pursuant to the Notice, the subject Owner shall be given an  
1615 opportunity for a hearing before a committee of at least three (3) members appointed by the Board of  
1616 Directors who are not officers, directors, or employees of the Association, or the spouse, parent,  
1617 child, brother or sister of an officer, director, or employee of the Association. If the committee, by  
1618 majority vote, does not approve a proposed fine or suspension, it may not be imposed.

1619  
1620 C. Board Meeting. The results of hearings before the committee shall be reported  
1621 to the Board at a public meeting for their information and affirmation. A written decision of the  
1622 Board of Directors with respect to a fine or suspension shall be submitted to the Owner not later than  
1623 twenty-one (21) days after said meeting.

1624  
1625 D. Payment. A fine shall be paid not later than thirty (30) days after notice of the  
1626 imposition of the fine. Failure to pay fines as approved within ninety days will be subject to  
1627 suspension of common area use rights.

1628  
1629 E. Fines. The Board of Directors may impose fines upon the members, in such  
1630 amounts authorized by the Declaration and or the Bylaws and consistent with relevant Florida Statute  
1631 for violations of the requirements of this Declaration and/or the Rules and Regulations of the  
1632 Association. Each day a violation exists may be treated as a separate violation. Such authorized  
1633 fines shall be without limit even though the aggregate thereof may exceed the sum of \$1,000.00 plus  
1634 all reasonable legal fees and expenses.

1635  
1636 F. Liens. The Association may file a lien for fines imposed on an owner in the  
1637 event that those fines are not paid in accordance with established timeframes and the aggregate fine  
1638 reaches or exceeds \$1,000.00.

1639  
1640 The requirements for Notice and Hearing of this Section shall not apply to the  
1641 imposition of a fine or suspension against an Owner for that Owner's failure to pay any Assessment  
1642 or other charge when due.

1646 Section 28. ARCHITECTURAL REVIEW COMMITTEE (“ARC”)

1647  
1648 A. Approval Necessary. No building, outbuilding, garage, fence, wall, retaining  
1649 wall, or other structure of any kind shall be erected, constructed, placed or maintained on the  
1650 properties, nor shall any dwelling or other improvements on each Lot, as originally constructed and  
1651 provided by the builder, be altered changed, repaired or modified unless prior to the commencement  
1652 of any work thereof, the Homeowner makes application to the ARC that includes complete set of  
1653 plans and specifications including, as applicable, front, side and rear elevations, floor plans,  
1654 materials to be used, and a copy of the original survey plan for the lot, indicating and fixing the exact  
1655 location of thereupon such improvements, structures or such altered structure of the Home or  
1656 property with reference to the street and side lines thereof, and receives final approval in writing for  
1657 all work outlined in the application. Any deviation from approved plans must be addressed by filing  
1658 an addendum to the approved application and approved in writing before final approval by the ARC  
1659 is granted for the project. The foregoing prior approval is intended to further specifically apply to the  
1660 exterior painting of a dwelling or any other maintenance or repair which changes the exterior  
1661 appearance of a dwelling or other improvements upon a Home and Lot. The Association may  
1662 require and impose an inspection fee, security deposit and require all costs arising out of or in  
1663 connection with any proposed improvements as same may be set from time to time in the sole  
1664 discretion of the Association. Payment of the foregoing is a condition precedent to any ARC  
1665 approval. Notwithstanding the foregoing, pursuant to this Section A and pursuant to the remainder  
1666 of this Declaration, the requirement for obtaining approval by the ARC shall be a requirement for  
1667 any construction or other improvements on the individual Lots made by an Owner or resident  
1668 thereof, and shall not apply to any action taken by the Association or any construction or  
1669 improvement performed upon Association Common Areas.

1670  
1671 B. Membership to Committee. The ARC shall be appointed by the Board of  
1672 Directors, and serves at the pleasure of the Board of Directors. The ARC shall consist of at least  
1673 three (3) members. The Board of Directors may replace the Chairperson, and or select and fill any  
1674 vacancy by appointment for a term as determined by the Board of Directors.

1675  
1676 C. Endorsement of Plans. Approval of plans, specifications and location of  
1677 improvements by the ARC shall be endorsed on both sets of said plans and specifications, and one  
1678 set shall forthwith be returned by the ARC to the person submitting the same. The approval of the  
1679 ARC of plans or specifications submitted for approval, as herein specified, shall not be deemed to be  
1680 a waiver by the ARC of the right to object to any of the features or elements embodied in such plans  
1681 or specifications if and when the same features and elements are embodied in any subsequent plans  
1682 and specifications submitted for approval for use on other Lots.

1683  
1684 D. Construction to be in Conformance with Plans. After such plans and  
1685 specifications and other data submitted have been approved by the ARC, no changes to a building,  
1686 outbuilding, garage, fence, wall, retaining wall, or other improvements or structures of any kind shall  
1687 be erected, constructed or altered from the ARC’s last approved plans for that application.

1688  
1689 E. Deemed Approval. After the expiration of one year from the date of  
1690 completion of any structure or alteration thereto, such structure or alteration shall be deemed to  
1691 comply with all of the provisions of this Article IX unless notice to the contrary shall have been  
1692 recorded in the Public Records, or legal proceedings shall have been instituted to enforce such  
1693 compliance.

1695 F. Right of Entry. Any agent or member of the ARC may at any reasonable time  
1696 enter and inspect any building or Property subject to the jurisdiction of the ARC and any building or  
1697 structure reasonably believed by such agent or member to be a violation of the covenants,  
1698 restrictions, reservations, servitude or easements of the Declaration.  
1699

1700 G. Waiver of Liability. Neither the ARC nor any member thereof, nor its duly  
1701 authorized representative, shall be liable to the Association, or to any Owner or any other person or  
1702 entity for any loss, damage or injury arising out of or in any way connected with the performance or  
1703 non-performance of the ARC duties hereunder. The ARC shall review and approve or disapprove all  
1704 plans submitted to it for any proposed improvement, alteration or addition solely on the basis of  
1705 aesthetic considerations and the benefit or detriment, which would result to members of the  
1706 Association. The ARC shall take into consideration the aesthetic aspects of the architectural designs,  
1707 placement of buildings, landscaping, color schemes, exterior finishes and materials and similar  
1708 features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be  
1709 deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or  
1710 conformance with building or other codes. The ARC and the Association do not determine or  
1711 assume any responsibility for the quality of construction or structural soundness of any  
1712 improvements and no obligation or liability relating to construction of any improvements shall result  
1713 from review or approval of any plans by the ARC and/or the Association. Furthermore, the ARC  
1714 and/or the Association do not evaluate plans to determine whether the plans satisfy all applicable  
1715 governmental requirements.  
1716

## 1717 ARTICLE X

### 1718 DAMAGE OR DESTRUCTION TO ASSOCIATION PROPERTY

1719 Damage to or destruction of all or any portion of the Association Property shall,  
1720 notwithstanding any provision in this Declaration to the contrary, be handled as follows:  
1721

1722 A. If insurance proceeds are sufficient to effect total restoration of damaged or destroyed  
1723 Association Property, then the Association shall cause such Association Property to be repaired and  
1724 reconstructed substantially as it previously existed.  
1725

1726 B. If insurance proceeds are insufficient to effect total restoration, and the cost of  
1727 restoration exceeds such proceeds by Two Hundred Fifty Thousand Dollars (\$250,000) or less, then  
1728 the Association shall cause the Association Property to be repaired and reconstructed substantially as  
1729 it previously existed, and the difference between the insurance proceeds and the actual cost shall be  
1730 levied as a Special Assessment proportionally against each of the Lots in an amount not to exceed  
1731 \$465.00 per Lot in accordance with the provisions of Articles VI herein, but in such case the vote of  
1732 the Members shall not be required and the Board of Directors alone shall have the power and  
1733 authority to levy such a Special Assessment.  
1734

1735 C. If the insurance proceeds are insufficient to effect total restoration and the cost of  
1736 restoration of the Association Property exceeds said proceeds by more than Two Hundred Fifty  
1737 Thousand Dollars (\$250,000), then with the vote or written assent of a majority of the total number  
1738 of Members eligible to vote, as of the day prior to the scheduled vote, in person, or by proxy at a  
1739 meeting where a quorum has been established, it shall be determined whether: (a) to rebuild and  
1740 restore either: (i) in substantially the same manner as the Improvements existed prior to the damage  
1741 or destruction; or (ii) in a manner less expensive, and in the event of (i) or (ii) to raise the necessary  
1742  
1743

1744 rebuilding and restoration funds by levying *pro rata* restoration and construction Special  
1745 Assessments against all Lots; or (b) to not rebuild and to retain available insurance proceeds. The  
1746 Board of Directors shall not first issue a Special Assessment as detailed in B. above and then  
1747 implements the decisions included in this paragraph C. In the event it is decided that the damaged or  
1748 destroyed Association Property shall not be rebuilt, the remains of any structure or structures shall be  
1749 torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be  
1750 fully sodded and landscaped or otherwise treated in an attractive manner.

1751  
1752 D. Each Owner shall be liable to the Association for any damage to the Association  
1753 Property not fully covered or collected by insurance which may be sustained by reason of the  
1754 negligence, accident or willful misconduct of said Owner or of his or her family, lessees, invitees and  
1755 guests, both minors and adults. The Association may collect for any damages sustained as a  
1756 consequence of the actions of an Owner (or the Owner's family, lessees, invitees, etc.) as an  
1757 Assessment collectible from the Owner and as provided in the Declaration. The provisions of Article  
1758 IX, Section 27, including but not limited to Notice and Hearing shall apply before any such  
1759 Assessment.

1760  
1761 E. In the event that the repairs and replacements were paid for by any Special  
1762 Assessments as well as insurance proceeds and regular Assessments, then, if after the completion of  
1763 and payment for the repair, replacement, construction or reconstruction there shall remain any excess  
1764 in the hands of the Association, it shall be presumed that the monies disbursed in payment of any  
1765 repair, replacement, construction and reconstruction were first disbursed from insurance proceeds  
1766 and regular Assessments and any remaining funds shall be deemed to be the remaining Special  
1767 Assessments which shall be returned to the Owners by means of a *pro rata* distribution in accordance  
1768 with the collection of such Special Assessments or credited to the Owners against future  
1769 Assessments.

1770  
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## ARTICLE XI.

### 1773 CONVEYANCES, SALES, TRANSFERS AND LEASES.

1774 A. CONVEYANCES, SALES AND TRANSFERS. In order to assure a community of  
1775 congenial residents and for the protection of the values of the Lots, the use of the Property shall be  
1776 restricted to and shall be in accordance with the following provisions:

1777 1. Transfers Subject to Approval. The following transfers shall be subject to prior  
1778 written approval of the Board of Directors and any transfer undertaken without prior written approval  
1779 of the Board of Directors shall be void:

1780 (a) All sales of Lots except judicial sales conducted pursuant to a judgment of  
1781 foreclosure held by an Institutional First Mortgagee encumbering a Lot or public sales conducted by  
1782 the Palm Beach County Tax Collector resulting from the failure to pay real property taxes.

1783 (b) All transfers by gift.

1784 (c) All transfers by devise or inheritance.

1785 (d) Any other transfer of title to or possession of a Lot.

1786 (e) All sales and transfers subject to approval shall require, as a condition of  
1787 approval, the payment to the Association of a transfer fee (application fee) in the current amount of  
1788 Two Hundred (\$200.00) Dollars, or such other amount as modified by the Board of Directors from  
1789 time to time. Note the following exception: Current Villaggio owners who purchase a home for  
1790 their occupancy are exempt from an application fee.

1791 (f) Upon change in title the new owner shall pay a Working Fund Contribution as  
1792 defined in Article VII Section 6. Exceptions to this (f) will be made for any current owner who  
1793 transfers title to a Trust, which includes their name(s) as a trustee.

1794 2. Notice to Association. Prior to approving any transfer subject to approval hereunder, the  
1795 Association shall be entitled to written notice of the transferor's intent to make the transfer with a  
1796 copy of the documentation evidencing the intended transfer including but not limited to, a copy of  
1797 the contract for sale in the case of a sale, a copy of the stipulation from the will granting title, and a  
1798 copy of any other documentation pertaining to a proposed transfer subject to approval hereunder  
1799 which the Association may reasonably require, completed applications on forms prescribed by the  
1800 Association and such other and further information about the intended transferees or occupants as the  
1801 Association may reasonably require. This shall include the authority to conduct any and all necessary  
1802 background checks, including financial, criminal or otherwise, in order to determine compliance with  
1803 the Association's governing documents, and in order to determine whether such proposed tenant(s) or  
1804 occupant(s) qualify pursuant to this Declaration. The Association shall further have the authority to  
1805 charge the actual costs of any such necessary background checks in addition to the application fee  
1806 identified in Paragraph 1 (e).

1807 3. Association's Election. Within fifteen (15) business days of receipt of the last of the  
1808 information required pursuant to paragraph 2 above, the Association must either approve or  
1809 disapprove the transfer. Failure on the part of the Association to respond within said fifteen business  
1810 (15) day period shall constitute automatic approval for the proposed transfer.

1811 . (a) Approval. In the event the Association approves any transfer subject to approval hereunder,  
1812 the Association shall deliver to the transferor or the transferor's designee an executed  
1813 certificate of approval (COA), approving the transfer executed by an authorized  
1814 representative of the Association.

1815 . (b) Disapproval of Transfer of Title. The Board of Directors may disapprove a proposed sale or  
1816 transfer for good cause as defined below:

1817 . (1) The person(s) seeking approval (which shall include all proposed occupants) fails to qualify  
1818 for membership in the Association, including, but not limited to, those applicants who fail to  
1819 qualify for membership because of the restrictions on occupancy or ownership set forth in  
1820 this Declaration; or

1821 . (2) The person(s) seeking approval (which shall include all proposed occupants) fails to comply  
1822 with the Association's age restrictions contained in Article XIII, Section 18 of this

- 1823 Declaration; or
- 1824 . (3) The person(s) seeking approval (which shall include all proposed occupants) has been  
 1825 convicted at any time of a felony involving violence to persons or a felony where the victim  
 1826 was a minor or has been convicted of any other felony within the ten (10) years preceding the  
 1827 date of application; or
- 1828 . (4) The person(s) seeking approval (which shall include all proposed occupants) is a registered  
 1829 sexual offender or sexual predator pursuant to Florida law or pursuant to any other  
 1830 jurisdiction; or
- 1831 . (5) The person(s) seeking approval (which shall include all proposed occupants) takes  
 1832 possession of the Lot prior to the approval by the Association as provided for herein; or
- 1833 . (6) The person(s) seeking approval (which shall include all proposed occupants) has a history of  
 1834 violating the Association's governing documents, or a history of disruptive behavior or  
 1835 disregard for the rights and property of others as evidenced by his conduct in this or any other  
 1836 Association as a lessee, guest, owner or occupant of a Lot; or
- 1837 . (7) The person(s) seeking approval (which shall include all proposed occupants) fails to comply  
 1838 with the requirements of Article XI hereof; or.
- 1839 . (8) The person(s) seeking approval (which shall include all proposed occupants) has a history of  
 1840 bad credit, or has a history of non-payment of assessments or other financial obligations to  
 1841 this or any other Association, or is otherwise demonstrated to be a clear financial risk to the  
 1842 Association; or
- 1843 . (9) No transfer of title will be approved if, at the time of the application or at any time prior to  
 1844 the time approval is to be granted, the Lot is delinquent in the payment of any financial  
 1845 obligation to the Association under this Declaration or under any of the governing documents  
 1846 or the applicable Statute, or if the Lot is in violation of any provision of this Declaration or  
 1847 the Rules and Regulations which remains uncured at the time the Association is required to  
 1848 make its election hereunder.

1849 3. No Lot Owner who purchases a Lot or otherwise acquires title to a Home after the  
 1850 effective date of this amendment shall be entitled to lease his or her Lot until such Lot Owner has  
 1851 owned the Lot for a period of twelve (12) months, which twelve (12) month period shall commence  
 1852 upon the date title was acquired. Such twelve (12) month restriction on leasing shall not apply to the  
 1853 Association, in the event the Association takes title to a Lot as a result of foreclosure, deed in lieu of  
 1854 foreclosure or otherwise. Additionally, this requirement shall not apply where title is acquired by an  
 1855 immediate family member of the Lot Owner, which immediate family member shall be defined as  
 1856 the Owner's spouse, parents, siblings, children, grandchildren or grandparent, or where the Lot has  
 1857 been transferred or otherwise conveyed to a trust or otherwise conveyed for estate planning purposes.  
 1858 However, in the event that title is transferred to an immediate family member as identified in this  
 1859 Section, such immediate family member shall only be entitled to lease the Lot within the first twelve  
 1860 (12) months of ownership where the previous Owners have resided on the Lot for at least twelve (12)

1861 months preceding the date of acquisition of title by the immediate family member.

1862 4. Homeowners allowing others to reside in their property (without the homeowners  
1863 present) for more than thirty (30) days shall complete and submit an affidavit stating such.

1864 5. The Board of Directors shall have the right to make hardship exceptions to occupancy  
1865 restrictions, but cannot waive the application fees or working fund contribution. Hardship exceptions  
1866 will be decided confidentially on a case-by-case basis.

1867 B. LEASES. In order to assure a community of congenial residents and thus protect the  
1868 value of the Lots, the leasing of Lots shall be subject to the provisions identified herein:

1869 a. No lease of any interest in a Lot shall commence without the Lot Owner having first  
1870 obtained the written approval of such lease by the Association. Any lease agreement in effect  
1871 as of the effective date of this amendment shall be deemed approved. However, any renewal  
1872 or extension of any existing lease, and all new leases, including renewals or extensions of  
1873 such new leases, after the effective date of this amendment, shall be subject to the provisions  
1874 of this Section.

1875 b. The Lot Owner shall notify the Association, in writing on an application form provided by  
1876 the Association, of his/her intention to lease his/her Lot. The name, address, and telephone  
1877 number of the prospective lessee and a copy of the Lease Agreement must be provided to the  
1878 Association, not less than thirty (30) days prior to the lease of the Lot. The application must  
1879 indicate the date when such lease is to take place.

1880 c. Within twenty (20) business days after the receipt of a completed application, the Association  
1881 shall either approve or disapprove the lease. Disapproval of a lease (see j. below) shall not be  
1882 arbitrary, but any lessee who is disapproved by the Association shall not be entitled to take  
1883 possession of the Lot.

1884 d. Any and all lease agreements between an Owner and a lessee of a Lot shall be in writing,  
1885 shall provide for a term no longer than twelve months and must provide that the lease shall  
1886 be subject, in all respects, to the terms and provisions of this Declaration, the Articles of  
1887 Incorporation, Bylaws and the Rules and Regulations of the Association. Any failure by the  
1888 lessee under such lease agreement to comply with such terms and conditions shall be a  
1889 material default and breach of the lease agreement. No Lot shall be subject to more than one  
1890 (1) lease in any twelve- month period.

1891 e. Security Deposit. The Association has the right to require, as a condition to permitting the  
1892 leasing of a Lot, the depositing with the Association of a security deposit of \$1,500, made by  
1893 either the lessor or lessee, which may be placed in a co-mingled account without interest.  
1894 Upon termination of occupancy of the Lot by the lessee, the Association may deduct from the  
1895 security deposit an amount equal to any actual or anticipated expenses occasioned by the  
1896 wrongful or negligent act(s) of the lessee or his invitees, tenants or guests, including, but not  
1897 limited to, damage to the Common Areas. Any amounts remaining from the security deposit



1898 after such amounts are deducted shall be returned to the Lot Owner or Lessee who deposited  
1899 same, by the Association, not later than thirty (30) days from the date of notice to the  
1900 Association of the termination of the occupancy of the Lot by Lessee.

1901 f. Application Fees. The Association may charge an application fee in connection with the lease  
1902 of any Lot in an amount of Two Hundred Dollars (\$200.00) per applicant, or such other  
1903 amount as modified by the Board of Directors from time to time. Said fee shall be remitted to  
1904 the Association at the same time as the Lot Owner provides notice of such lease as provided  
1905 in subsection (b) of this Section. The application provided by the Association may also  
1906 require any further information that the Association may reasonably require for purposes of  
1907 screening applicants, including but not limited to, criminal background check, credit history,  
1908 and financial background. In addition to the application fee identified above, the Association  
1909 shall also have the authority to charge the actual costs of any such criminal background  
1910 check, credit check or other background checks performed by the Association.

1911 g. The provisions of this Section shall apply to all leases, including all renewals and extensions  
1912 of such leases. If a Lot Owner shall lease his/her Lot, he/she shall remain liable for the  
1913 performance of all of the agreements and covenants in the Association documents, and shall  
1914 be liable for any violations by his/her lessee of any and all use restrictions.

1915 h. The lessee may be required to meet with the Association to acknowledge that he/she takes  
1916 occupancy subject to, and agrees to abide by the Declaration, the Articles of Incorporation,  
1917 Bylaws and the Rules and Regulations of the Association. Such meeting shall take place after  
1918 the Association has received the name, address and telephone number of the prospective  
1919 lessee or a copy of the lease, and prior to the date of occupancy.

1920 i. The Lot Owner must furnish the prospective lessee with a copy of the Declaration, the  
1921 Articles of Incorporation, Bylaws and the Rules and Regulations of the Association. If the  
1922 Lot Owner does not have a copy of such documentation, then the Lot Owner will be required  
1923 to obtain copies from the Association at a reasonable cost at the time of application, or access  
1924 the information from the community website.

1925 j. Without limiting the Association's ability to disapprove of all leases and all occupants, a  
1926 proposed tenant or occupant may be disapproved by the Association for any reasonable  
1927 grounds, which reasonable grounds shall include, but not be limited to, the following:

1928 (1) The person(s) seeking approval (which shall include all proposed occupants) fails  
1929 to qualify in the Association, including, but not limited to, those applicants who fail  
1930 to qualify because of the restrictions on occupancy or ownership set forth in this  
1931 Declaration, the Bylaws, Articles of Incorporation or Rules and Regulations of the  
1932 Association, as same may be amended from time to time; or

1933 (2) The person(s) seeking approval (which shall include all proposed occupants)  
1934 fails to comply with the Association's age restrictions contained in Article XIII,

- 1935 Section 18 of this Declaration.
- 1936 (3) The person(s) seeking approval (which shall include all proposed occupants) has  
 1937 been convicted at any time of a felony involving violence to persons or a felony  
 1938 where the victim was a minor or has been convicted of any other felony within the  
 1939 ten (10) years preceding the date of application; or
- 1940 (4) The person(s) seeking approval (which shall include all proposed occupants) is a  
 1941 registered sexual offender or sexual predator pursuant to Florida law or pursuant to  
 1942 any other jurisdiction; or
- 1943 (5) The person(s) seeking approval (which shall include all proposed occupants)  
 1944 takes possession of the Lot prior to the approval by the Association as provided for  
 1945 herein; or
- 1946 (6) The person(s) seeking approval (which shall include all proposed occupants) has  
 1947 a history of violating the Association's governing documents, or a history of  
 1948 disruptive behavior or disregard for the rights and property of others as evidenced by  
 1949 his conduct in this or any other Association as a lessee, guest, owner or occupant of a  
 1950 Lot; or
- 1951 (7) The person(s) seeking approval (which shall include all proposed occupants) fails  
 1952 to comply with the requirements of this Article XI, or
- 1953 (8) The person(s) seeking approval (which shall include all proposed occupants) has  
 1954 a history of bad credit, or has a history of non-payment of assessments or other  
 1955 financial obligations to this or any other Association, or is otherwise demonstrated to  
 1956 be a clear financial risk to the Association; or
- 1957 (9) No lease will be approved if, at the time of the application or at any time prior  
 1958 to the time approval is to be granted, the Lot Owner is delinquent in the payment of  
 1959 any financial obligation to the Association under this Declaration or under any of the  
 1960 governing documents or the applicable Statute, or if the Lot is in violation of any  
 1961 provision of this Declaration or the Rules and Regulations which remains uncured at  
 1962 the time an application is made hereunder.
- 1963 k. There shall be no subleasing of a Lot.
- 1964 l. Guests, other than an immediate family member, which shall be defined as an Owner's  
 1965 spouse, parents, children or grandparents, who are not paying rent to the Owner, shall be  
 1966 prohibited from occupying a Lot without the Owner in residence for a period in excess of  
 1967 thirty (30) days in any twelve-month period. Any such guest, or non-immediate family  
 1968 member, who will be occupying a Lot without the Owner in residence for a period in excess  
 1969 of thirty (30) days in any twelve-month period shall be considered a tenant and subject to  
 1970 approval by the Association as provided in this Section.

1971 m. With respect to any tenant or any person present on any Lot or any portion of the Properties  
1972 other than an Owner and the members of his immediate family permanently residing with  
1973 him on the Lot, if such person materially violates any provision of this Declaration, the  
1974 Articles or Bylaws, or if such person is a source of annoyance to the residents of the  
1975 Properties, or willfully damages or destroys any Common Areas or personal property of the  
1976 Association, then upon written notice by the Association, such person shall be required to  
1977 immediately leave the Properties, and if such person does not do so, the Association is  
1978 authorized to commence an action to evict such tenant or compel the person to leave the  
1979 Properties and, where necessary, to enjoin such person from returning. The expense of any  
1980 such action, including attorney's fees, may be assessed against the applicable Owner, and the  
1981 Association may collect such assessment and have a lien for same as elsewhere provided.  
1982 The foregoing shall be in addition to any other remedy of the Association.

1983 ARTICLE XII

1984 INSURANCE AND CONDEMNATION

1985 The Association shall purchase and maintain the following insurance coverages subject to the  
1986 following provisions, and the cost of the premiums therefore shall be a part of the Operating  
1987 Expenses:  
1988

1989 Section 1. CASUALTY INSURANCE. Property and casualty insurance in an amount equal to  
1990 the then full replacement cost, exclusive of land, foundation, excavation and other items normally  
1991 excluded from such coverage, of all Improvements and personal property which are owned by the  
1992 Association and now or hereafter located upon the Association Property, which insurance shall  
1993 afford protection against such risks, if any, as shall customarily be covered with respect to areas  
1994 similar to the Association Property in developments similar to VILLAGGIO in construction, location  
1995 and use.  
1996

1997 Section 2. PUBLIC LIABILITY INSURANCE. A comprehensive policy of public liability  
1998 insurance naming the Association as named insureds thereof insuring against any and all claims or  
1999 demands made by any person or persons whomsoever for personal injuries or property damage  
2000 received in connection with, or arising from, the operation, maintenance and use of the Association  
2001 Property and any Improvements located thereon, and for any other risks insured against by such  
2002 policies with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for damages incurred  
2003 or claimed by any one person for any one occurrence; not less than THREE MILLION DOLLARS  
2004 (\$3,000,000) for damages incurred or claimed by more than one person for any one occurrence; and  
2005 for not less than FIFTY THOUSAND DOLLARS (\$50,000) property damage per occurrence with no  
2006 separate limits stated for the number of claims. The Association may also obtain worker's  
2007 compensation insurance and other liability insurance including, but not limited to, insurance for  
2008 lawsuits related to employment contracts to which the Association is a party, as it may deem  
2009 desirable.  
2010

2011 Section 3. FIDELITY COVERAGE. Adequate fidelity coverage to protect against dishonest  
2012 acts of the officers and employees of the Association and the Board of Directors and all others who  
2013 handle and are responsible for handling funds of the Association shall be maintained in the form of  
2014 fidelity bonds, which requirements shall be reasonably determined by the Board of Directors.  
2015  
2016  
2017

2018 Section 4. OTHER INSURANCE. The Board of Directors may obtain such other forms of  
2019 insurance as the Board of Directors may determine (including, by way of example and not of  
2020 limitation, directors and officers liability coverage), and in such coverage amounts as the Board of  
2021 Directors shall determine to be required or beneficial for the protection or preservation of the  
2022 Association Property and any improvements now or hereafter located thereon or in the best interests  
2023 of the Association and/or its officers and directors.  
2024

2025 Section 5. CANCELLATION OR MODIFICATION. All insurance policies purchased by the  
2026 Association shall provide that they may not be canceled (including for nonpayment of premiums) or  
2027 substantially modified without at least ten (10) days' prior written notice to the Association and to  
2028 each first mortgage holder, if any, named in the mortgage clause.  
2029

2030 Section 6. FLOOD INSURANCE. If determined appropriate by the Board of Directors or if  
2031 required by an Institutional Mortgagee, a blanket policy of flood insurance covering the Association  
2032 Property, if available under the National Flood Insurance Program, shall be purchased, which flood  
2033 insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers  
2034 Association, and the amount of the coverage of such insurance shall be the lesser of the maximum  
2035 amount of flood insurance available under such program, or one hundred percent (100%) of the  
2036 current replacement cost of all buildings and other insurable property located in the flood hazard  
2037 area.  
2038

2039 7. CONDEMNATION. In the event the Association receives any award or payment arising from the  
2040 taking of any Association Property or any part thereof as a result of the exercise of the right of  
2041 condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of  
2042 such taken areas and improvements thereon to the extent deemed advisable by the Board of Directors  
2043 and approved by at least two-thirds (2/3) of the total voting interests, and the remaining balance  
2044 thereof, if any, shall then be distributed *pro rata* to Owners and mortgagees of Lots as their  
2045 respective interests may appear.  
2046

2047 Section 7. WAIVER OF SUBROGATION. As to each policy of insurance maintained by the  
2048 Association which will not be voided or impaired thereby, the Association hereby waives and  
2049 releases all claims against the Board of Directors, the Owners, the Declarant and the agents and  
2050 employees of each of the foregoing, with respect to any loss covered by such insurance, whether or  
2051 not caused by negligence of or breach of any agreement of said persons, but only to the extent that  
2052 such insurance proceeds are received in compensation for such loss.  
2053

## 2054 ARTICLE XIII

### 2055 GENERAL PROVISIONS

2056 Section 1. CONFLICT WITH OTHER VILLAGGIO DOCUMENTS. In the event of any  
2057 conflict between the provisions hereof and the provisions of the Articles of Incorporation and/or  
2058 Bylaws and/or Rules and Regulations promulgated by the Association, the provisions of this  
2059 Declaration shall control.  
2060  
2061

2062 Section 2. NOTICES. Any notice or other communication required or permitted to be given or  
2063 delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by  
2064 United States mail, postage prepaid to: (i) each Owner, at the address of the person whose name  
2065 appears as the Owner on the records of the Association at the time of such mailing and, in the  
2066

2067 absence of any specific address, at the address of the Home owned by such Owner; or (ii) by email to  
2068 those who have supplied their email address to the Association via direct correspondence with the  
2069 Database Manager for the Resident Directory, or via an official Association form from which the  
2070 email address was extracted for the purpose of Association communication, noting that such owners  
2071 should take affirmative action to update the Database Manager directly or by contacting the office  
2072 staff if there is a change in their email address, (iii) the Association, by certified mail, return receipt  
2073 requested, at 6935 Via Bernardi, Lake Worth Florida 33467.

2074  
2075 Section 3. ENFORCEMENT. The covenants and restrictions herein contained may be enforced  
2076 by the Association, any Owner, any Institutional Mortgagee holding a mortgage on any portion of the  
2077 Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including  
2078 damages, injunction or any other form of relief against any person, firm or entity violating or  
2079 attempting to violate any covenant, restriction or provision hereunder. The failure by any party to  
2080 enforce any such covenant, restriction or provision herein contained shall in no event be deemed a  
2081 waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce  
2082 such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to  
2083 all costs thereof including, but not limited to, Legal Fees.

2084  
2085 Section 4. INTERPRETATION. The provisions of this Declaration shall be liberally construed  
2086 to affect its purpose of creating a uniform plan for the development of a residential community and  
2087 for the maintenance of recreational facilities and other Association Property. Article, Section and  
2088 Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter  
2089 of convenience only and in no way shall such captions, headings or titles define, limit or in any way  
2090 affect the subject matter or any of the terms and provisions thereunder, or the terms and provisions of  
2091 this Declaration.

2092  
2093 Whenever the context so requires or permits, any pronoun used herein may be deemed  
2094 to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any  
2095 nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice  
2096 versa.

2097  
2098 Section 5. SEVERABILITY. In the event any of the provisions of this Declaration shall be  
2099 deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way  
2100 affect any of the other provisions hereof, which shall remain in full force and effect, and any  
2101 provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the  
2102 term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. In  
2103 the event that any court should hereafter determine that any provision of this Declaration is in  
2104 violation of the rule of property known as the "rule against perpetuities" or any other rule of law  
2105 because of the duration of a time period, such provision shall not thereby become invalid, but instead  
2106 the duration of such time period shall be reduced to the maximum period allowed under such rule of  
2107 law, and in the event the determination of the duration of such time period requires measuring lives,  
2108 such measuring life shall be that of the incorporator of the Association.

2109  
2110 Section 6. DISPUTES AS TO USE. In the event there is any dispute as to whether the use of the  
2111 Property or any portion or portions thereof complies with the covenants, restrictions, easements or  
2112 other provisions contained in this Declaration, such dispute shall be referred to the Board of  
2113 Directors, and a determination rendered by the Board of Directors with respect to such dispute shall  
2114 be final and binding on all parties concerned therewith.  
2115

2116 | Section 7. AMENDMENT AND MODIFICATION. The process of amending or modifying this  
2117 Declaration shall be as follows:  
2118

2119           1. This Declaration may be amended by: (i) the affirmative vote of two thirds (2/3) of  
2120 the votes after attainment of a quorum of Lot Owners, together with (ii) the approval or ratification  
2121 of a majority of the Board of Directors The aforementioned consent of the Owners of the Lots may  
2122 be evidenced by a writing (i.e. written consent) signed by the Voting Members representing the  
2123 required number of Owners or by the affirmative vote of the Voting Members representing the  
2124 required number of Owners at any regular or special meeting of the Association called and held in  
2125 accordance with the Bylaws, as evidenced by a certificate of the Secretary or an Assistant Secretary  
2126 of the Association.  
2127

2128           2. Amendments for correction of scrivener's errors or other nonmaterial changes  
2129 may be made by the Board of Directors thereafter and without the need of consent of the Owners.  
2130

2131           3. A true copy of any amendment to this Declaration shall be sent certified mail  
2132 by the Association to all Institutional Mortgagees holding a mortgage on any portion of the Property  
2133 requesting notice. The amendment shall become effective upon the recording amongst the Public  
2134 Records of the County of said amendment or any Supplemental Declaration to this Declaration  
2135 which sets forth any amendment or modification to this Declaration.  
2136

2137           4. Any proposed amendment to the Declaration which would affect the surface  
2138 water management system (including environmental conservation areas and the water management  
2139 portions of the Association Property), shall be submitted to the South Florida Water Management  
2140 District for a determination of whether the proposed amendment necessitates a modification of the  
2141 surface water management permit.  
2142

2143 Section 7. DELEGATION. The Association, pursuant to a resolution duly adopted by the Board  
2144 of Directors, shall have the continuing authority to delegate all or any portion of its responsibilities  
2145 for maintenance, operation and administration, as provided herein, to any managing agency or entity  
2146 selected by the Board of Directors from time to time.  
2147

2148 Section 8. TERM. This Declaration and the terms, provisions, conditions, covenants,  
2149 restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the  
2150 Property, and inure to the benefit of Declarant, the Association, the Owners, and their respective  
2151 legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of  
2152 recording this Declaration amongst the Public Records of the County, after which time this  
2153 Declaration shall be automatically renewed and extended for successive periods of ten (10) years  
2154 each unless at least one (1) year prior to the termination of such fifty (50) year term or any such ten  
2155 (10)-year extension there is recorded amongst the Public Records of the County an instrument  
2156 agreeing to terminate this Declaration signed by Owners owning two-thirds (2/3) of the Lots and  
2157 Institutional Mortgagees holding first mortgages encumbering two-thirds (2/3) of all Lots  
2158 encumbered by first mortgages held by Institutional Mortgagees, upon which event this Declaration  
2159 shall be terminated upon the expiration of the fifty (50)-year term or the ten (10)-year extension  
2160 during which such instrument was recorded.  
2161

2162           In the event this Declaration is terminated or the Association ceases to exist for any  
2163 reason, the Owners at that time shall be jointly and severally responsible for the costs to maintain and  
2164 shall maintain the Association Property in the manner described herein. This provision may not be

2165 amended or deleted without the prior written consent of the County and this provision shall survive  
2166 the termination of this Declaration and shall run with the Property in perpetuity.

2167

2168 Section 9. RIGHTS OF MORTGAGEES.

2169

2170 A. Right to Notice. The Association shall make available for inspection upon  
2171 request, during normal business hours or under reasonable circumstances, the VILLAGGIO  
2172 Documents and the books, records and financial statements of the Association to Owners and the  
2173 holders, insurers or guarantors of any first mortgages encumbering any portion of the Property. In  
2174 addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage  
2175 encumbering a Home upon written request to the Association.

2176

2177 B. Rights of Listed Mortgagee. Upon written request to the Association,  
2178 identifying the name and address of the holder, insurer, or guarantor (such holder, insurer or  
2179 guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Lot and the  
2180 legal description of such Lot, the Association shall provide such Listed Mortgagee with timely  
2181 written notice of the following:

2182

2183 (1) Any condemnation, loss or casualty loss, which affects any material  
2184 portion of the Association Property;

2185

2186 (2) Any lapse, cancellation or material modification of any insurance  
2187 policy or fidelity bond maintained by the Association;

2188

2189 (3) Any proposed action which would require the consent of mortgagees  
2190 holding a mortgage encumbering a Lot; and

2191

2192 (4) Any failure by an Owner owning a Lot encumbered by a mortgage  
2193 held, insured or guaranteed by such Listed Mortgagee to perform his or her obligations under the  
2194 VILLAGGIO Documents, including, but not limited to, any delinquency in the payment of  
2195 Assessments, or any other charge owed to the Association by said Owner where such failure or  
2196 delinquency has continued for a period of sixty (60) days.

2197

2198 C. Right of Listed Mortgagee to Receive Financial Statement. Any Listed  
2199 Mortgagee shall, upon written request made to the Association, be entitled to financial statements for  
2200 the Association for the prior fiscal year, free of charge, and the same shall be furnished within a  
2201 reasonable time following such request.

2202

2203 | Section 10. APPROVAL OF ASSOCIATION LAWSUITS BY OWNERS. The Association shall  
2204 be required to obtain the approval of two-thirds (2/3) of those voting in person, or by proxy at a duly  
2205 called meeting of the Members, at which a quorum is present, or by written consent of two-thirds  
2206 (2/3) of those voting, with the required votes to achieve a quorum, which votes may be obtained  
2207 through the use of email, prior to engaging persons or entities for the purpose of suing, or making,  
2208 preparing or investigating any lawsuit, or commencing any lawsuit other than for the following  
2209 purposes:

2210

2211 (a) the collection of Assessments;

2212

2213 (b) the collection of other charges which Owners are obligated to pay  
2214 pursuant to the VILLAGGIO Documents;

- 2215  
2216 (c) the enforcement of the use and occupancy restrictions contained in the  
2217 VILLAGGIO Documents;  
2218  
2219 (d) in an emergency where waiting to obtain the approval of the Owners  
2220 creates a substantial risk of irreparable injury to the Association Property or to Owner(s); or  
2221  
2222 (e) filing a compulsory counterclaim;  
2223  
2224 (f) defending a suit brought against the Association  
2225  
2226 (g) any action on behalf of the Association where legal fees and costs are  
2227 reasonably expected to be less than \$5,000.  
2228  
2229

2230 Section 11. COMPLIANCE WITH PROVISIONS. Every person who owns, occupies or acquires  
2231 any right, title, estate or interest in or to any Lot except as elsewhere herein provided does consent  
2232 and agree to, and shall be conclusively deemed to have consented and agreed to, every limitation,  
2233 restriction, easement, reservation, condition and covenant contained herein, whether or not any  
2234 reference to these restrictions is contained in the instrument by which such person acquired an  
2235 interest in such property.  
2236

2237 Section 12. SECURITY. The Association may, but shall not be obligated to, maintain or support  
2238 certain activities within the Property designed to make the Property safer than it otherwise might be.  
2239 Additionally, the Association makes no representations whatsoever as to the security of the premises  
2240 or the effectiveness of any monitoring system or security service. All members agree to hold the  
2241 Association harmless from any loss or claim arising from the occurrence of any crime or other act.  
2242 Neither the Association, nor any successor shall in any way be considered insurers or guarantors of  
2243 security within the Property. Neither the Association, nor any successor shall be held liable for any  
2244 loss or damage by reason of failure to provide adequate security or ineffectiveness of security  
2245 measures undertaken, if any. All Members, owners and occupants of any lot or home, and tenants,  
2246 guests, and invitees of any owner, acknowledge that the Association and the Board of Directors, do  
2247 not represent or warrant that: (a) any fire protection system, burglar alarm system or other security  
2248 system, if any, designated by or installed according to guidelines established by the Association may  
2249 not be compromised or circumvented, or (b) that any fire protection or burglar alarm systems or other  
2250 security systems will in all cases provide the detection or protection for which the system is designed  
2251 or intended. Each Member, owner and occupant of any lot or home, and each tenant, guest and  
2252 invitee of an owner, acknowledges and understands that the Association, the Board of Directors, are  
2253 not insurers and that each Member, owner and occupant of any lot or home, and each tenant, guest  
2254 and invitee of any Member or owner assumes all risks for loss or damage to persons, to lots or  
2255 homes, and to the contents of lots or homes and further acknowledges that the Association, the Board  
2256 of Directors, have made no representations or warranties nor has any owner, Member, occupant,  
2257 tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including  
2258 any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or  
2259 burglar alarm systems or other security systems recommended or installed, if any, or any security  
2260 measures undertaken within the Property.  
2261

2262 Section 14. COVENANT RUNNING WITH THE LAND. All provisions of this Declaration  
2263 shall, to the extent applicable and unless otherwise expressly provided herein to the contrary, be  
2264 construed to be covenants running with the Lots and Homes and the Property and with every part



2265 thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the  
2266 benefit of the Association and subsequent Owner(s) of the Homes, Lots and Property or any part  
2267 thereof, or interest therein, and their respective heirs, successors, and assigns. However, the same are  
2268 not intended to create nor shall they be construed as creating any rights in or for the benefit of the  
2269 general public, unless specifically provided herein to the contrary. All present and future Owners,  
2270 lessees, and occupants of the Lots and Homes, as applicable, shall be subject to and shall comply  
2271 with the provisions of this Declaration and the Articles of Incorporation, Bylaws and applicable  
2272 Rules and Regulations as exist and may from time to time be amended. The acceptance of a deed of  
2273 conveyance to a Lot, or the entering into a lease of or occupancy of a Home, shall constitute an  
2274 adoption and ratification by such Owner, lessee, or occupant of the provisions of this Declaration,  
2275 and the Articles of Incorporation, Bylaws, and applicable Rules and Regulations of the Association,  
2276 as they may be amended from time to time. In the event that any easements granted herein shall fail  
2277 for want of a grantee in being or for any other purpose, the same shall constitute and be covenants  
2278 running with the land.

2279  
2280 Section 15. NO PUBLIC RIGHT OR DEDICATION. Nothing contained in this Declaration shall  
2281 be deemed to be a gift or dedication of all or any portion of the Association Property to the public, or  
2282 for any public use.

2283  
2284 Section 16. NO REPRESENTATIONS OR WARRANTIES. No representations or warranties of  
2285 any kind, express or implied, have been given or made by the Association or its agents or employees  
2286 in connection with any portion of the Association Property, its physical condition, zoning,  
2287 compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale,  
2288 operation, maintenance, cost of maintenance, taxes or regulation thereof, except as specifically set  
2289 forth in this declaration.

2290  
2291 Section 17. Each Homeowner is hereby notified that portions of VILLAGGIO are close to  
2292 Florida's Turnpike and that the Property is in an area subject to noise generated by traffic on the  
2293 Florida's Turnpike and that any costs to mitigate this noise shall be borne by the Association and not  
2294 Palm Beach County.

2295  
2296 Section 18. AGE RESTRICTION. In order to comply with the requirements of the Fair Housing  
2297 Amendments Act of 1988 and the Rules and Regulations relating thereto and any amendments  
2298 thereof (the "Act"), the Association shall ensure that the Properties have significant facilities and  
2299 services specifically designed to meet the physical or social needs of persons 55 years of age or older

2300  
2301 Moreover, the Association shall ensure that at least 80% of the homes constructed on a lot  
2302 shall be occupied by at least one person 55 years of age or older per home. In addition, children  
2303 nineteen years of age or younger shall not reside in the community for a period exceeding a total of  
2304 sixty days per calendar year. The Association must also publish and adhere to policies and  
2305 procedures demonstrating an intent to provide housing for persons 55 years of age or older. The  
2306 Association shall monitor the age of residents to ensure that children nineteen years of age or  
2307 younger do not reside in the community for more than sixty days per calendar year. Every three (3)  
2308 years, upon request of the County, the Association shall prepare a report to be furnished to the  
2309 County as to the age of residents and verifying that at least 80% of the homes are occupied by at least  
2310 one person 55 years of age or older.

2311  
2312 Notwithstanding the foregoing, although 20% of the homes may be occupied by persons under the  
2313 age of 55 years, such 20% occupancy shall be reserved for exemptions as determined at the

2314 discretion of the Board of Directors as may be defined in the Rules & Regulations of the Association.

2315

2316 Section 19. ROAD IMPACT FEE. The Association acknowledges that the Association and Palm  
2317 Beach County may enter into an agreement (the “Road Impact Fee Covenant”) to adjust the amount  
2318 of the Fair Share Contribution for Road Improvements Fees (“Impact Fee”), premised upon  
2319 adherence to the applicable exemption requirements set forth in the Act. In the event the Association  
2320 converts to a non age restricted community in the future and/or fails to meet the requirements of the  
2321 Act, then additional road impact fees based on a more intense use shall become due and owing by the  
2322 Association to the County as set forth in the Road Impact Fee Covenant.

2323

2324 Section 20. ASSOCIATION AS ATTORNEY-IN-FACT. Each Owner, by reason of having  
2325 acquired ownership of a Lot, whether by purchase, gift, operation of law or otherwise, and each  
2326 occupant of a Home, by reason of his or her occupancy, is hereby declared to have acknowledged  
2327 and agreed to his or her automatic consent to any rezoning, replatting, covenant in lieu of unity of  
2328 title, change, addition or deletion made in, on or to VILLAGGIO (hereinafter, collectively,  
2329 “Modifications”) and, in respect thereto, each Owner of a Lot and occupant of a Home hereby  
2330 designates the Association to act as agent and attorney-in-fact on behalf of such Owner or occupant  
2331 to consent to any such Modification. If requested, each Owner shall evidence his consent to a  
2332 Modification in writing (provided, however, that any refusal to give such written consent shall not  
2333 obviate the automatic effect of this provision). Further, each Owner, by reason of acceptance to such  
2334 Owner’s Lot, hereby agrees to execute, at the request of the Association, any document and/or  
2335 consent which may be required by any government agency to allow the Association and/or its  
2336 affiliates to complete the plan of development of VILLAGGIO, as such plan may be hereafter  
2337 amended, and each such Owner hereby further appoints the Association as such Owner’s agent and  
2338 attorney-in-fact to execute, on behalf and in the name of each such Owner, any and all of such  
2339 documents and/or consents. This power of attorney is irrevocable and is coupled with an interest.

2340

2341 Section 21. NOISE. Each homeowner is hereby notified that portions of the community abut and  
2342 may be adjacent to Florida’s Turnpike, Lyons Road and/or Hypoluxo Road and that the community  
2343 is in an area subject to noise generated by traffic on the foregoing roads. Any costs to mitigate this  
2344 noise shall be borne by the Association and not Palm Beach County. Certain locations within the  
2345 community may be more susceptible than other locations to noise emanating from such roads or from  
2346 other locations or noise generated from equipment located adjacent to any homes or any community  
2347 facilities such as the clubhouse, swimming pool, air conditioning and mechanical facilities serving  
2348 any homes or facilities within the community.

2349

2350

2351 IN WITNESS WHEREOF, this Declaration has been signed by the Association on  
2352 the respective dates set forth below.