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

8
9 **As AMENDED** April 11, 2016

10
11
12 **THIS** AMENDED and RESTATED **DECLARATION OF COVENANTS,**
13 **CONDITIONS, RESTRICTIONS AND EASEMENTS FOR VILLAGGIO AT VILLAGES**
14 **OF WINDSOR HOMEOWNERS’ ASSOCIATION, INC.** ("Declaration") is made this 11th day
15 of April 2016 by the **VILLAGGIO AT VILLAGES OF WINDSOR HOMEOWNERS**
16 **ASSOCIATION, INC.,** a Florida corporation not for profit hereinafter referred to as the
17 “ASSOCIATION” or “VILLAGGIO”, and

18
19 WHEREAS, the ASSOCIATION is the owner in fee simple of the real property described on
20 Exhibit "A" attached hereto and made a part hereof (the “Property”), and

21
22 WHEREAS, in order to maintain VILLAGGIO as a planned residential community and to
23 preserve the values and amenities of such community, it is necessary to declare, commit and subject
24 the Property and the Improvements now or hereafter constructed thereon to certain land use
25 covenants, restrictions, reservations, regulations, burdens, liens, and easements, and to delegate and
26 assign to the Association certain powers and duties of ownership, administration, operation,
27 maintenance and enforcement;

28
29 NOW, THEREFORE, in consideration of the premises and covenants herein contained,
30 VILLAGGIO hereby declares that the Property and all contents shall be owned, held, used,
31 transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements,
32 reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the
33 Property and any part thereof and which shall be binding upon all parties having any right, title or
34 interest in the Property or any part thereof, their heirs, successors and assigns.

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74

75 DEFINITIONS
76

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

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

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

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

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

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

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

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
134 within 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
159 tracts (*i.e.*, "Lakes", as hereinafter defined) and/or to any canals adjacent to the Property. The
160 Drainage 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
170 courts, swimming pools, café, bocce courts, salon, racquetball court, covered patios, screen

171 enclosures, jogging, bicycling and walking paths, playground type equipment, signs, site walls,
172 gazebos, 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
183 Florida or a national banking association chartered under the laws of the United States of America or
184 any "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
258 in 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

320 Recreation Tract, or to construct additional recreational facilities upon another portion of the
321 Property.

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

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

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

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

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

365
366 (4) Street Lights. The "Street Lights" and any associated facilities placed within
367 the Property are or shall be installed, repaired, replaced, relocated, maintained and owned by the
368 public utility responsible therefore, but the Association is responsible to pay all fees associated with

369 such installation, repair, replacement and maintenance, and for the furnishing of electricity thereto, at
370 a set rate pursuant to a Street Lighting Agreement entered into or to be entered into with the utility.

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

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

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

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

405
406 (9) Amenities and Services. Villaggio provides common element amenities,
407 recreational amenities, and specific services that shall be retained unless, by vote of the Membership
408 in accordance with the following voting requirements, they are modified or eliminated. The
409 amenities are: tennis courts, bocce courts, indoor and outdoor pools, an operating café, an operating
410 salon, a billiards facility, an Arts & Crafts facility, game rooms, Fitness Center and the functions
411 contained therein. The services are: telecommunications, alarm monitoring, gate guard, and
412 landscape maintenance. Voting requirements will be met by votes cast in person, by proxy, by email
413 or electronic transmission, or by written consent, which shall count towards establishing a quorum as
414 referenced in the Association Bylaws.

415
416 Voting of the members, in all cases where such vote is required within this Declaration, shall
417 be acceptable in person, by proxy, or by electronic transmission or written assent of either a majority
418 of all of the eligible members or two thirds (2/3) of those voting once a quorum has been established,

419 whichever is first attained after counting all ballots at a duly called meeting of the members for the
420 tabulation and recording of the vote.

421
422

423 Section 3. LAKE LOTS. Notwithstanding anything contained herein to the contrary, and
424 subject to the rights and obligations of the Association to maintain the Lakes as aforesaid for water
425 retention, drainage, irrigation and water management purposes for all of VILLAGGIO and the right
426 of the Association to adopt rules from time to time with respect to the use of the Lakes for such
427 purposes, the Lakes shall be reserved for the private use and enjoyment of all Owners, their family
428 members, guests, invitees and tenants, but only in accordance with this Declaration. Fishing and the
429 operation of non-motorized watercraft in the Lakes shall be permitted; however, notwithstanding
430 anything contained herein to the contrary, an Owner shall only access the Lakes from a “Lake
431 Maintenance Access Easement” shown on the Plat, which immediately abuts his Lot if the Owner’s
432 Lot is a Lake Lot (“Lake Lot Owner”). If an Owner is not a Lake Lot Owner, or if a Lake Lot
433 Owner wishes to access a different Lake or another area of the same Lake, access to the Lake shall
434 be exclusively from a Lake Maintenance Access Easement. In addition, Owners shall not be
435 permitted to fish in any Lake Maintenance Easement or lake bank area, which immediately abuts a
436 Lake Lot owned by another. The launching into and removal from a Lake of any permitted non-
437 motorized watercraft by an Owner shall be limited to areas within the Association Property so
438 designated by the Board of Directors, if any, or the watercraft owner’s Lake Lot. No planting,
439 fencing or other Improvements, or additions to the property surrounding the Lake and outside the
440 Lot is permitted. Swimming and the operation of motorized watercraft (combustible engine) in the
441 Lakes are prohibited. Notwithstanding anything above, the operation of motorized boats as a result
442 of an Association contract is permitted. Watercraft and trailers shall not be stored on the Lake banks
443 or the Lake Maintenance Easements. Only watercraft, which are permitted to be used within the
444 Lakes of VILLAGGIO, can be stored within backyards of Lots if covered, subject to ARC rules and
445 procedures. In addition to the use of any Lake Maintenance Easement by any Owner, as described
446 above, the Lake Maintenance Easements are for the use of the Association, the applicable water
447 management district and any other governmental agency for access to the Lakes for maintenance of
448 the Lakes and littoral plantings and other proper purposes. No removal of or damage to littoral
449 plantings is permitted.

4

450
451 Section 4. COSTS. All costs associated with operation, maintenance, repair and replacement of
452 the Association Property shall be the obligation of the Association.

453
454 Section 5. PRIVATE USE. For the term of this Declaration, the Association Property is not for
455 the use and enjoyment of the public, but is expressly reserved for the private use and enjoyment of
456 the Association, and the Owners, their family members, guests, invitees and lessees, but only in
457 accordance with this Declaration, and the Rules and Regulations of the Association, or as stipulated
458 below.

459
460 A. Except to the extent herein provided, the Association Property shall be for the
461 sole and exclusive use of the HOMEOWNERS of VILLAGGIO and their family members, guests,
462 invitees and lessees.

463
464 B. The administration, management, operation and maintenance of the
465 Association Property shall be the responsibility of the Association, all as is provided herein and in
466 the other VILLAGGIO Documents.

467

468 C. The right to use the Association Property shall be subject to the Rules and
469 Regulations established by the Association.

470
471 D. Contract services may grant non exclusive use to Association Property as
472 approved by the HOA Board.

473
474 Section 6. WETLAND PRESERVATION/MITIGATION AREAS AND UPLAND BUFFERS.
475 In regard to the Wetland Preservation/Mitigation Areas and Upland Buffers and in order to clarify
476 the obligations of the Association, the Declarant hereby makes the following disclosures and
477 notification of requirements concerning the Association and the Owners:

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

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

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

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

507
508 D. The Association and the Owners are responsible for the perpetual maintenance
509 of the signage required by the Conservation easement and/or permits in connection therewith.

510
511 Section 7. SURFACE WATER MANAGEMENT SYSTEM. The Surface Water Management
512 System shall include the Drainage System as defined in Article 1, Section 14, hereinabove. The
513 Surface Water Management System shall be maintained and operated by the Association in
514 accordance with the requirements of SFWMD/LWDD as applicable, and shall also be subject to any
515 Permit which may be issued by SFWMD/LWDD for the Property and as same may be amended
516 from time to time. A copy of the SFWMD/LWDD Permit may be attached hereto as Exhibit “D.”
517 Copies of the permit and any future SFWMD/LWDD permit actions shall be maintained by the

518 Association's Registered Agent for the Association's benefit. The SFWMD/LWDD has the right to
519 take enforcement action, including a civil action for an injunction and penalties against the
520 Association to compel it to correct any outstanding problems with the surface water management
521 system facilities or in mitigation or conservation areas under the responsibility or control of the
522 Association. Any proposed amendment to the homeowner association documents which would
523 affect the SWM, conservation areas or water management portions for the common areas will be
524 submitted to the SFWMD/LWDD for a determination of whether the amendment necessitates a
525 modification of the SFWMD/LWDD permit. If a modification is necessary, the SFWMD/LWDD
526 will advise the named permittee.

527
528 Section 8. CONSERVATION AREAS MAINTENANCE AND MONITORING PLAN.
529

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

540
541 B. Long Term Maintenance & Monitoring. The mitigation areas will be monitored
542 and maintained on a yearly basis by the Association for as long as necessary by any and all
543 governmental agencies having jurisdiction. The Conservation Areas shall be maintained in
544 perpetuity by the Association.

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

552
553 **ARTICLE III**

554
555 ASSOCIATION PROPERTY
556

557 Section 1. The Association shall be responsible for the maintenance of the Association Property
558 in a continuous and satisfactory manner without cost to the general taxpayers of the County. The
559 Association shall also be responsible for the payment of real estate taxes, if any, against the
560 Association Property including taxes on any Improvements and any personal property thereon
561 accruing from and after the date this Declaration is recorded.

562
563 Section 2. The Owners shall have no personal liability for any damages for which the
564 Association is legally liable or arising out of or connected with the existence or use of any
565 Association Property or any other property required to be maintained by the Association.
566
567

ARTICLE IV

ASSOCIATION RIGHTS

Section 1. PARKING RIGHTS. The Association may maintain upon the Association Property parking spaces for Owners, occupants, visitors and guests. The use of such parking spaces by Owners, occupants, visitors and guests shall be subject to the Rules and Regulations of the Association. Vehicles are subject to removal by contract tow service if they are parked in violation of the Rules and Regulations.

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

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

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

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

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

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

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

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

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

626
627 H. The right of the Association to replace destroyed trees or other vegetation and
628 plant trees, shrubs, and ground cover upon any portion of the Association Property.

629
630 I. The right, however not the duty, of the Association by action of the Board of
631 Directors to seek the vacation of publicly dedicated streets, if any, upon the Property.

632
633 J. The rights of the Association to provide for the maintenance and preservation
634 of Lots and other properties as set forth in this Declaration.

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

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

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

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

663
664 Section 7. GRANT AND RESERVATION OF EASEMENTS. The Association hereby reserves
665 and grants the following perpetual, nonexclusive easements over and across the Property, but not

666 beneath any Homes, as covenants running with the Property for the benefit of the Owners and the
667 Association as hereinafter specified for the following purposes:
668

669 A. Utility and Services Easements. All of the Property shall be subject to an
670 easement or easements to provide for: (a) installation, service, repair and maintenance of the
671 equipment required to provide utility services to the Association Property and the Lots, including,
672 but not limited to, power, electric transmission, light, telephone, cable television or other
673 telecommunication services, gas, water, sewer and drainage, and (b) governmental services,
674 including, but not limited to, police, fire, health, sanitation and other public service personnel,
675 including reasonable rights of access for persons and equipment necessary for such purpose for the
676 benefit of the appropriate utility companies, agencies, franchises or governmental agencies.
677

678 B. Easement for Encroachment. All of the Property shall be subject to an
679 easement or easements for encroachment in favor of each Owner in the event any portion of his or
680 her Home or appurtenant Improvements such as a fence or utilities pad (e.g., air conditioning) now
681 or hereafter encroaches upon any other Lot as a result of minor inaccuracies in survey or
682 construction requirements or due to settlement or movement or roof overhang as hereinafter
683 described. Such encroaching Improvements installed by Declarant shall remain undisturbed for so
684 long as the encroachment exists. Any easement for encroachment shall include an easement for the
685 maintenance and use of the encroaching Improvements in favor of the Owner thereof or his or her
686 designees.
687

688 C. Easement to Enter Upon Lots. An easement or easements for ingress and
689 egress in favor of the Association, including the Board of Directors or the designee of the Board of
690 Directors, to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of
691 ownership, maintenance and/or repair in accordance with the VILLAGGIO Documents, including,
692 by way of example, the making of such repairs, maintenance or reconstruction as are necessary for
693 the Association Property and to maintain any Lot in the event the Owner thereof fails to do so.
694

695 D. Easement Over Association Property. An easement of enjoyment in favor of
696 all Owners, their family members, guests, invitees and lessees in and to the Association Property
697 which shall be appurtenant to and shall pass with title to every Lot in the Property, subject to the
698 following:
699

700 (1) the right of the Association to suspend the right of any Owner to use
701 the Association Property in accordance with the procedures and requirements contained in Section
702 720.305, Fla. Stat., as same may be amended from time to time;_

703 (2) the right of the Association to grant permits, licenses and easements
704 over the Association Property for utilities and other purposes reasonably necessary or useful for the
705 proper maintenance or operation of the Property; and
706

707 (3) all provisions set forth in the VILLAGGIO Documents.
708

709 E. Easement for Roof Overhang. An easement or easements exist to provide for
710 the roof overhang of a Home or dwelling in favor of the Owner thereof, including rights of access for
711 persons or equipment necessary to maintain, repair and replace such roof overhang. Except for some
712 dwellings located on the corner of an intersection of two streets, many dwellings are constructed so
713 as to abut a side yard boundary line (commonly referred to as a “zero lot line” side yard setback).
714 There is hereby created a two-foot easement upon each lot which is adjacent to a zero-lot line,
715

716 running parallel to, and for the entire length of, the boundary line of such lot. This shall be a
717 perpetual easement running with the land for the benefit of the dwelling upon which the dwelling is
718 constructed abutting said zero lot line, for the purposes and uses of drainage, roof overhang, utilities
719 and access to the rear of the adjacent dwelling and for maintenance to the dwelling constructed upon
720 the boundary line. Further this easement shall also be in favor of Florida Power and Light Company
721 for the installation and maintenance of its cables, lines, meters and other apparatus for the provision
722 of the electrical service to the dwellings.

723
724 F. Drainage and Irrigation Easement. An easement for drainage, flowage and
725 irrigation over, under and upon the Property, including each of the Lots in favor of the Association
726 and each of the Owners, including, but not limited to, reasonable rights of access for persons and
727 equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the Drainage
728 System, including, but not limited to, flowage pipes and irrigation pipes.

729
730 G. Drainage System Encroachment Easement. An easement for encroachment
731 over, under and upon the drainage easements located within the Lots, as designated on the Plat and
732 any Ancillary Plat, Additional Plat or Replat, in favor of (i) the Owner of the Lot upon which the
733 drainage easement is located for the existence of any driveway and/or sidewalk or irrigation system
734 or part thereof, and (ii) the Association for reasonable rights of access for persons and equipment to
735 construct, install, maintain, alter, inspect, remove, relocate and repair any driveway and/or sidewalk,
736 or irrigation system or part thereof installed or located thereon. In the event the Association requires
737 access to any Drainage System Improvements within a drainage easement located within a Lot upon
738 which any such driveway and/or sidewalk or irrigation system encroaches, the Association has the
739 obligation, at its own cost and expense, to remove and replace any such encroachment, and to return
740 it to its condition immediately preceding such removal and replacement once access to the drainage
741 easement is no longer required.

742
743 H. Zero Lot Line Maintenance Easements.

744
745 (1) Preamble: A portion of the Homes in VILLAGGIO are “zero lot line”
746 homes, such that each Home is constructed so that all or portions of one side of such Home (and
747 such fences or masonry walls extending from such side or sides) are situated on the side boundary
748 lines of the Lot. Because of this design, it is necessary to provide a means by which the Owner of a
749 Lot (“Dominant Lot”) containing such a Home may have access to the “zero lot line” sides of the
750 Home (and other portions of his Lot and Home) in order to maintain portions of the Lot, the side of
751 the Home, the roof and other applicable portions of the Home and Lot, and so that rain water may
752 run off the roof of a particular Home onto the easement area described below. Because such access
753 must be, of necessity, over those portions of the neighboring Lot or Lots (“Servient Lots”) adjacent
754 to the “zero lot line” sides of such a Home, the Association hereby makes provision for the
755 “Maintenance Easements” declared and regulated pursuant to Article IV, Section 6., (as well as
756 similar easements for the aforesaid purposes which may, but need not, appear on the Plat).

757
758 (2) Creation and Extent of Maintenance Easement: The Association
759 hereby reserves a permanent and perpetual non-exclusive maintenance easement in favor of each
760 Dominant Lot over the unimproved portion of the Servient Lot(s) adjacent to the building lines of
761 the “zero lot line” Home located on the Dominant Lot, which building lines are co-extensive with the
762 Lot lines dividing the aforesaid Lots (“Maintenance Easement”). Said Maintenance Easement shall
763 be appurtenant to and pass with the title of the Dominant Lot and the Servient Lot(s). The
764 Maintenance Easement shall be only as extensive as reasonably necessary to permit the Owner of a
765 Dominant Lot to make the uses described in the Preamble above, subparagraph (3) below and for

766 rainwater run-off, but in no event less than the greater of seven (7) feet in width or as may be
767 otherwise shown as an access or similar easement on the Plat.

768
769 (3) Use and Conditions of Maintenance Easement: The Owner of a
770 Dominant Lot, his guests, invitees, contractors, subcontractors, suppliers, laborers and other service
771 personnel, shall be entitled to enter onto the appurtenant Maintenance Easement for purposes of
772 maintaining, repairing and replacing portions of his Lot and Home including, without limitation, the
773 Home's walls, roof, fence, landscaping and other installations which cannot be conveniently or
774 properly maintained, repaired or replaced solely from the Dominant Lot. The right of each Owner of
775 the Dominant Lot to use the Maintenance Easement shall be limited to the aforesaid uses and such
776 Owner shall not do anything within the Servient Lot(s) which shall cause damage to the Servient
777 Lot(s) or any Improvement or landscaping thereon which is not promptly and fully remedied by said
778 Owner to return such damaged Improvement or landscaping to the condition immediately preceding
779 said damage, shall create an undue hazard to persons or pets located on or coming into the Servient
780 Lot(s) or is in furtherance of any activity as to the Dominant Lot or the Home thereon which is, or
781 would result in, a violation of the restrictions set forth in the VILLAGGIO Documents. The Owner
782 of the Dominant Lot shall, by virtue of making use of any Maintenance Easement, be deemed to
783 indemnify the Owner of a Servient Lot for any and all losses, costs, expenses or damage to any
784 person or Property incurred by reason of the former's violations of the restrictions contained herein.

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

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

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

806
807
808
809

ARTICLE V

810 MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD OF DIRECTORS;
811 DURATION OF THE ASSOCIATION

812
813 MEMBERSHIP, VOTING RIGHTS. Membership in the Association shall be established and
814 terminated as set forth in the Articles of Incorporation. Each Member shall be entitled to the benefit

815 of, and be subject to, the provisions of the VILLAGGIO Documents. The voting rights of the
816 Members shall be as set forth in the Articles of Incorporation.

817
818 Section 1. BOARD. The Association shall be governed by the Board of Directors, which shall
819 be appointed, designated or elected, as the case may be, as set forth in the Articles of Incorporation.

820
821 Section 2. DURATION OF ASSOCIATION. The duration of the Association shall be
822 perpetual, as set forth in the Articles of Incorporation.

823
824
825

ARTICLE VI

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

826
827
828
829 Section 1. AFFIRMATIVE COVENANT TO PAY ASSESSMENTS. In order to: (i) fulfill the
830 terms, provisions, covenants and conditions contained in the VILLAGGIO Documents; and (ii)
831 maintain, operate and preserve the Association Property for the use, safety, welfare and benefit of
832 the Members and their family members, guests, invitees and lessees, there is hereby imposed upon
833 each Lot, and each Lot Owner, the affirmative covenant and obligation to pay to the Association
834 commencing from and after the recordation of this Declaration in the Public Records of the County
835 all Assessments, including, but not limited to, the Individual Lot Assessments, Specific Lot
836 Assessments and Special Assessments. Each Owner by acceptance of a deed or other instrument of
837 conveyance conveying a Lot within the Property, whether or not it shall be so expressed in such deed
838 or instrument, shall be obligated and agrees to pay to the Association all Assessments, including but
839 not limited to Assessments to fund Reserve Accounts in accordance with the provisions of the
840 VILLAGGIO Documents and applicable Florida Statutes.

841
842 A. The following expenses of the Association are hereby declared to be Operating
843 Expenses which the Association is obligated to assess and collect, and which the Owners are
844 obligated to pay as provided herein or as may be otherwise provided in the VILLAGGIO
845 Documents:

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

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

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

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

856 (5) Administrative and operational expenses;

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

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

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

863 (9) Funds to support operation of a Café.

864

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

874
875 C. In addition, any expense, which is required by the Declaration to be the matter of a Special
876 Assessment, shall not be deemed to be an Operating Expense. Expenses, which may be the subject
877 of a Special Assessment, include by way of example but not by way of limitation, the following:
878

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

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

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

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

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

900 3. The Operating Expenses with respect to the Association Property are payable by
901 each Owner to the Association.
902

903
904 Section 2. ESTABLISHMENT OF LIENS. Each Assessment against a Lot, and any fine
905 against a Lot that exceeds one thousand dollars in the aggregate, together with interest thereon
906 and costs of collection, including, but not limited to, Legal Fees, shall be the personal obligation
907 of the Owner of such Lot. Any and all Assessments made by the Association in accordance with
908 the provisions of the VILLAGGIO Documents with interest thereon and costs of collection,
909 including, but not limited to, Legal Fees, are hereby declared to be a charge and continuing lien
910 upon each Lot against which each such Assessment is made. Said lien shall be effective only
911 from and after the time of the recordation amongst the Public Records of the County of a written,
912 acknowledged statement by the Association setting forth the amount due to the Association as of

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

931
932 Section 3. COLLECTION OF ASSESSMENTS. In the event any Owner shall fail to pay any
933 Assessment, or installment thereof, charged to such Owner within fifteen (15) days after the same
934 becomes due, then the Association, through its Board of Directors, shall have any and all of the
935 following remedies to the extent permitted by law, which remedies are cumulative and which
936 remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

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

939
940 2. To advance on behalf of the Owner(s) in default, funds to accomplish the
941 needs of the Association up to and including the full amount for which such Owner(s) are liable to
942 the Association and the amount or amounts of monies so advanced, together with interest and all
943 costs of collection thereof, including, but not limited to, Legal Fees, may thereupon be collected by
944 the Association from the Owner(s) and such advance by the Association shall not waive the default.
945 The Association has the right but not the obligation to enter into alternative arrangements to ensure
946 the payment of all sums due the Association.

947
948 3. To file an action in equity to foreclose its lien at any time after the effective
949 date thereof as provided in Section 2. hereinabove. The lien may be foreclosed by an action in the
950 name of the Association in like manner as a foreclosure of a mortgage on real property.

951
952 4. To file an action at law to collect said Assessment plus interest and all costs of
953 collection thereof, including, but not limited to, Legal Fees, without waiving any lien rights or rights
954 of foreclosure in the Association.

955
956 5. To impose interest and late charges at the highest amount as allowed by law.
957 Payments received by the Association shall be applied to the Owner's account in accordance with
958 the requirements of Florida Statutes. Said statutory provision requires payments to be applied first to
959 any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's
960 fees incurred in collection, and then to the delinquent assessment.

961
962 6. To suspend the use rights of the Owner(s) in default for nonpayment of any
963 Assessment, or any other monetary obligation owed to the Association, or installment thereof, in
964 accordance with the provisions of Section 720.305, Fla. Stat., as same may be amended from time to
965 time.

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

971
972 Section 4. SPECIFIC LOT ASSESSMENT. An expense incurred or to be incurred by the
973 Association as a consequence of an Owner's failure to address an obligation under this Declaration
974 or the Rules and Regulations of the Association, including but not limited to cost associated with
975 defending an action brought against an owner wherein the Association is named, shall be recoverable
976 against the Owner as a Specific Lot Assessment and secured by a lien against the Owner's lot as
977 provided under this Declaration.

978
979 Section 5. RIGHTS OF THE ASSOCIATION AND INSTITUTIONAL MORTGAGEES TO
980 PAY ASSESSMENTS AND RECEIVE REIMBURSEMENT. The Association and any
981 Institutional Mortgagee(s) shall have the right, but not the obligation, jointly or singly, and at their
982 sole option, to pay any of the Assessments which are in default and which may or have become a
983 charge against any Lot(s). Further, the Association and any Institutional Mortgagees shall have the
984 right, but not the obligation, jointly or singly, and, at their sole option, to pay insurance premiums or
985 fidelity bond premiums or other required items of Operating Expenses on behalf of the Association
986 where the same are overdue and where lapses in policies or services may occur.

987
988 Section 6. TELECOMMUNICATION SYSTEMS. The Association shall have the right but not
989 the obligation to enter into an agreement for Homes in VILLAGGIO, which can provide a package
990 of telecommunication services that may be available for the benefit of the Members. Any and all
991 costs and expenses incurred by the Association under or pursuant to any Agreement(s) entered into
992 by the Association for Telecommunication Services will be assessed against all Lot Owners.
993 Notwithstanding anything to the contrary contained in this Declaration, the costs and expenses
994 charged to the Association under any Telecommunication Agreement shall be apportioned equally,
995 except to the extent, if any, that any Owner elects to receive an "Optional Service" (being a service
996 not automatically received by all Owners). Each Owner who receives an Optional Service, if any,
997 shall be responsible for paying for the costs thereof. The foregoing shall in no way obligate the
998 Association to enter into a Telecommunication Agreement.

999
1000 Section 7. MONITORED ALARM SYSTEM. The Association shall have the right but not the
1001 obligation to enter into an agreement ("Monitored Alarm Agreement") for monitored alarm service
1002 ("Monitored Alarm Service") for Homes in VILLAGGIO. Any and all costs and expenses incurred
1003 by the Association under or pursuant to any Monitored Alarm Agreement(s) entered into by the
1004 Association for Monitored Alarm Service will be assessed against all Lot Owners. The Monitored
1005 Alarm Service may include features in addition to perimeter monitored alarm services such as, but
1006 not limited to, a smoke/heat detection system, push button panels for emergency calls or other
1007 features. Notwithstanding anything to the contrary contained in this Declaration, the costs and
1008 expenses charged to the Association under the Monitored Alarm Agreement shall be apportioned
1009 equally except to the extent, if any, that any Owner elects to receive an "Optional Service" (being a
1010 service not automatically received by all Owners). Each Owner who receives an Optional Service, if

1011 any, shall be responsible for paying for the costs thereof. The foregoing shall in no way obligate the
1012 Association to enter into a Monitored Alarm Agreement.

1013
1014
1015
1016 ARTICLE VII

1017
1018 METHOD OF DETERMINING ASSESSMENTS
1019 AND ALLOCATION OF ASSESSMENTS
1020

1021 Section 1. DETERMINING AMOUNTS OF ASSESSMENTS. The total anticipated Operating
1022 Expenses for each calendar year shall be set forth in the annual budget ("Budget") prepared by the
1023 Board of Directors as required under the VILLAGGIO Documents. Each Lot shall be assessed its
1024 *pro rata* portion of the total anticipated Operating Expenses, which shall be the "Individual Lot
1025 Assessment" as to each Lot. Therefore, the total anticipated Operating Expenses shall be divided by
1026 the total number of Lots.

1027
1028 Section 2. ASSESSMENT PAYMENTS. The Individual Lot Assessments shall be payable
1029 quarterly, in advance, on the first day of January, April, July and October of each year, provided,
1030 however, at the Association's option, Individual Lot Assessments may be payable monthly. The
1031 Individual Lot Assessments, and the quarterly installments thereof, as well as all Assessments
1032 provided for herein and all installments thereof, may be adjusted from time to time by the Board of
1033 Directors to reflect changes in the Budget or in the event that the Board of Directors determines that
1034 the Assessments or any installment thereof is either less than or more than the amount actually
1035 required.

1036
1037 Section 3. SPECIAL ASSESSMENTS. Subject to the exception contained in the provisions of
1038 Article X Subdivision B herein, "Special Assessments" include, in addition to other Assessments
1039 designated as Special Assessments in the VILLAGGIO Documents, and whether or not for a cost or
1040 expense, which is included within the definition of "Operating Expenses," those Assessments which, are
1041 levied for capital improvements. Such Assessments include the costs (whether in whole or in part) of
1042 constructing or acquiring Improvements for, or on, the Association Property or the costs (whether in
1043 whole or in part) of reconstructing or replacing such Improvements. It is recognized and declared that
1044 Special Assessments shall be in addition to, and are not part of, any Individual Lot Assessment. Any
1045 Special Assessments assessed against Lots and the Owners thereof, shall be paid by such Owners in
1046 addition to any other Assessments. Special Assessments shall be assessed in the same manner as the
1047 Individual Lot Assessments. Special Assessments shall be paid in such installments or in a lump sum as
1048 the Board of Directors shall, from time to time, determine. Notwithstanding the foregoing, the levying of
1049 any Special Assessment after the "Turnover Date" (as defined in the Articles of Incorporation) shall
1050 require the vote or written assent of a majority of the total number of Members eligible to vote, as of the
1051 day prior to the scheduled vote, in person or by proxy at a meeting where a quorum has been established
1052 and held in accordance with the Bylaws.

1053
1054 Section 4. LIABILITY OF OWNERS FOR INDIVIDUAL LOT ASSESSMENTS. By the
1055 acceptance of a deed or other instrument of conveyance of a Lot in the Property, each Owner thereof
1056 acknowledges that each Lot and the Owners thereof are jointly and severally liable for their own
1057 Individual Lot Assessments and their applicable portion of any Special Assessments, as well as for
1058 any and all other Assessments for which they are liable, as provided for herein. Such Owners
1059 further recognize and covenant that they are jointly and severally liable with the Owners of all Lots
1060 for the Operating Expenses (subject to any specific limitations provided for herein such as, but not

1061 limited to, the limitation with respect to matters of Special Assessments and the limitations on the
1062 liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such
1063 specific limitations, it is recognized and agreed by each Owner, for himself and his heirs, executors,
1064 successors and assigns, that in the event any Owner fails or refuses to pay his Individual Lot
1065 Assessment or any portion thereof, or his respective portion of any Special Assessment or any other
1066 Assessment, then the other Owners may be responsible for increased Individual Lot Assessments or
1067 Special Assessments or other Assessments due to the nonpayment by such other Owner, and such
1068 increased Individual Lot Assessment or Special Assessment or other Assessment can and may be
1069 enforced by the Association in the same manner as all other Assessments hereunder as provided in
1070 the VILLAGGIO Documents.

1071
1072 Section 5. LIABILITY OF OWNERS FOR FAILURE TO PAY LIENS UPON THEIR LOTS.
1073 Each owner acknowledges that each lot and the Owners thereof are jointly and severally liable to pay
1074 promptly when due, all liens upon their individual lots and improvements thereon. Said liens shall
1075 include but not be limited to mortgages, loans, taxes, judgments, liens for fines of one thousand
1076 dollars or more, and mechanic's liens. In the event an Owner fails to pay said lien when due, and an
1077 action to foreclose said lien is commenced, the Owner and the lot shall be liable to the Association
1078 for legal fees and disbursements reasonably necessary to protect the Association's interests. If
1079 payment of said reasonably incurred legal fees and disbursements is not made to the Association
1080 within fifteen (15) days after written notice for payment, normal collection procedures shall be
1081 enforced.

1082
1083 Section 6. WORKING FUND CONTRIBUTION. Each Owner who purchases or otherwise
1084 obtains title to a lot by any other means, shall pay to the Association at the time legal title is
1085 conveyed to such Owner, a "Working Fund Contribution." Notwithstanding the foregoing, where the
1086 Association takes title to a Lot by foreclosure, or otherwise, the Association shall not be required to
1087 pay the Working Fund Contribution. Additionally, this requirement to provide a Working Fund
1088 Contribution shall not apply where title is acquired by an immediate family member of the Lot
1089 Owner, which immediate family member shall be defined as the Owner's spouse, parents, siblings,
1090 children, grandchildren, or grandparent, or where the Lot has been transferred or otherwise conveyed
1091 to a trust or otherwise conveyed for estate planning purposes. The Working Fund Contribution shall
1092 be an amount equal to a two months' share of the annual Operating Expenses including Reserve
1093 Assessment applicable to such Lot pursuant to the Budget. Working Fund Contributions are not
1094 advance payments of Individual Lot Assessments and shall have no effect on future Individual Lot
1095 Assessments, nor will they be held in reserve. The Association shall have the right to collect such
1096 Working Fund Contributions at any time once title has been conveyed and such working Fund
1097 Contribution is owed to the Association pursuant to this Section 6.

1098
1099 Section 7. WAIVER OF USE. No Owner may exempt himself from personal liability for
1100 Assessments duly levied by the Association. No Owner may release the Lot owned by him from the
1101 liens and charges hereof either by waiver of the use and enjoyment of the Association Property and
1102 the facilities thereon or by abandonment of his Home or Lot.

1103
1104

1105 ARTICLE VIII

1106
1107 MAINTENANCE AND REPAIR OBLIGATIONS

1108
1109 Section 1. BY THE ASSOCIATION.

1110
1111 A. The Association, at its expense, shall be responsible for the maintenance,
1112 repair and replacement of all of the Improvements and facilities located upon the Association
1113 Property, as otherwise provided herein. Lawns throughout the community, on either common
1114 property or owner lots, except as noted in Article IX, Section 8, shall be maintained by the
1115 Association, including mowing, fertilization, and weeding, based upon industry standard practices.
1116 Should any incidental damage be caused to any Home by virtue of the Association's failure to
1117 maintain the Association Property as herein required or by virtue of any work which may be done or
1118 caused to be done by the Association in the maintenance, repair or replacement of any Association
1119 Property, the Association shall, at its expense, repair such incidental damage. The Association shall
1120 not, however, be responsible for any loss of use, any hardship, an Owner's time or any other
1121 consequential or punitive damages.

1122
1123 B. The Association shall operate, maintain and repair a water sprinkler system
1124 constructed over, through and upon the Association Property, and homeowner lots, as it shall deem
1125 appropriate. The Association shall be responsible for the costs of operation and maintenance of the
1126 sprinkler system, and the cost of repair or replacement to all or any part thereof. There is hereby
1127 reserved in favor of the Association the right to enter upon the Association Property and any and all
1128 Lots for the purpose of operating, maintaining, repairing and replacing a water sprinkler system over,
1129 through and upon the Association Property and all of the Lots within the Property.

1130
1131 C. Each Owner, by acceptance of a deed or other instrument of conveyance of a
1132 Home or Lot within VILLAGGIO, acknowledges that any water provided for irrigation purposes
1133 may be untreated water or treated effluent reuse water. The Association shall not be responsible for
1134 the quality of water provided for such irrigation purposes.

1135
1136 D. The Association shall be responsible for the maintenance, repair and
1137 replacement of all private streets located upon the Association Property and there is hereby reserved
1138 in favor of the Association the right to enter upon any and all parts of the Association Property and
1139 the Lots for such purpose. To the extent permitted by the appropriate governmental authority, the
1140 Association may, but shall not be obligated to, also provide maintenance of all city, County, district
1141 or municipal properties which are located within or in a reasonable proximity of the Property to the
1142 extent that their deterioration or unkempt appearance would adversely affect the appearance of the
1143 Property, including the right to enhance the landscaping in any public rights of way.

1144
1145
1146 E. The Association, by action of the Board of Directors, may engage in projects**
1147 that alter, enhance, replace or add to Association Property or amenities for Members, during
1148 each budget year for items not included in the operating budget, or the Reserve Account and
1149 are deemed not to be normal operating expenses, within an aggregate amount not to exceed
1150 two percent of the operating budget. Each project shall be limited to a cost not to exceed one
1151 percent of the operating budget as approved or amended. The source of these funds should
1152 come from the following sources in the listed priority:

- 1153 1) Surplus funds currently or projected within the current budget year. These funds
1154 shall include both the results from operations and unbudgeted income.
- 1155 2) If sufficient funds are not available from Item 1 above then funds can be expended
1156 from the Owners' Equity Account* netted by adjustments to prior years surplus, as
1157 reflected on the prior month end balance sheet subject to item 3 below. Funds from the

1158 Owners' Equity Account can be expended provided the net amount does not reduce the
1159 balance of the prior year adjusted surplus to less than 65% of the current year budgeted
1160 average monthly operating expenses.

1161 3) If the current year operating budget is at a deficit or projected to be at a deficit at year
1162 end, then the deficit amount has to reduce the available funds in the Owners Equity
1163 Account calculated in Item 2 above.

1164 * Owners' Equity Account is the sum of the "Fund Balance- Unallocated" and the "Prior
1165 Year Adjustments" accounts as shown on the Balance Sheet.

1166 ** Projects that have been voted down by the Community are not subject to spending
1167 under this authority
1168

1169 F. All other alterations and Improvements or purchases where sufficient
1170 funds are not included in the budget must first be approved by at least two-thirds (2/3) of a
1171 quorum of Members present, in person, by e-mail or by proxy, at a meeting called and held in
1172 accordance with the Association Bylaws. No alteration or improvement may be made to the
1173 Association Property which materially and adversely affects the rights of the Owner of any Lot
1174 to the enjoyment of his Lot or the Association Property unless the Owner and all mortgagees
1175 holding recorded mortgages on such Lot consent thereto in writing.
1176

1177 G. All expenses incurred by the Association in connection with the services and
1178 maintenance described in the foregoing Paragraphs A through D, inclusive, are Operating Expenses,
1179 payable by each Owner under the provisions of this Declaration concerning Assessments. Should
1180 the maintenance, repair or replacement provided for in Paragraphs A through D of this Section 1 be
1181 caused by the negligence or misuse by an Owner, his or her family, guests, servants, invitees, or
1182 lessees, such Owner shall be responsible therefore, and the Association shall have the right to levy
1183 an Assessment against such Owner's Lot, and said Assessment shall constitute a lien upon the
1184 appropriate Lot and Home with the same force and effect as a lien for Operating Expenses.
1185

1186 H. The Association has the reasonable right of entry upon any Lot to make
1187 emergency repairs and to do other work reasonably necessary for the proper maintenance and
1188 operation of VILLAGGIO.
1189

1190 I. Notwithstanding anything contained herein to the contrary and to the extent
1191 applicable, all median landscaping required pursuant to the Conditions for development of Project
1192 No.0696-000/ Petition No. DOA A96-081(A), including an irrigation system if required, shall be
1193 installed by the Association along with landscaping for the adjacent median of the Hypoluxo Road
1194 Right-Of-Way. The landscaping for the Hypoluxo Right-Of-Way and any other roadway
1195 landscaping and buffering as required by the Conditions of Approval for the aforementioned Project
1196 and Petition ("roadway"), shall at a minimum, consist of the "Low-Cost Planting Concept" outlined
1197 in the Palm Beach County Engineering and Public Works Department March 1994 Streetscape
1198 Standards. The Association shall also supplement any existing landscape material previously planted
1199 in this median and all new landscape material shall be consistent with the landscaping theme adopted
1200 for this roadway. All landscape material, installation, and maintenance requirements shall be subject
1201 to the standards set forth by the Streetscape Standards. Maintenance of the roadway landscaping as
1202 permitted and installed as herein provided and all required median and all existing landscape
1203 material shall be the perpetual maintenance obligation of the Association. Perpetual maintenance

1204 includes, but is not limited to pruning, fertilizing, irrigation, and alternate watering of Xeriscape
1205 material during periods of drought in order to maintain healthy plant material.
1206

1207 J. The painting and caulking of the exterior surface of each Home and the
1208 cleaning of the roofs of Homes shall be the responsibility of the Association. The Association shall
1209 be permitted to establish Reserves in connection with the Association's maintenance obligations
1210 under this Section, and said Reserves shall be provided for in the Budget and collectible as an
1211 Assessment from the Owners as provided under Articles VI and VII of this Declaration. The Board
1212 of Directors shall be permitted to adopt reasonable Rules and Regulations with respect to the
1213 Association's obligations hereunder, including, by way of example, scheduling and administration of
1214 the work to be performed, providing notices to the Owners as to anticipated work to be performed
1215 and setting forth the amount of funds to be reserved within the annual Budget. The Board of
1216 Directors shall be permitted to enter into contracts with duly licensed and insured contractors to
1217 perform the work contemplated under this Paragraph. Except as specifically provided herein,
1218 Owners shall be responsible to maintain their Lots and Homes, including the roofs of their Homes, in
1219 accordance with the provisions of Section 2. under this Article VIII. The Association shall not be
1220 liable for any loss sustained as a consequence of failing to timely perform such services.
1221

1222 Section 2. BY THE OWNERS.
1223

1224 A. Each Owner is responsible for the repair, maintenance and/or replacement of
1225 all portions of the Home and Lot and other improvements of the Home including any landscaping.
1226 The Owner of each Home must keep and maintain the Lot and the Improvements thereon, including
1227 equipment and appurtenances, in good order, condition and repair, and must perform promptly all
1228 maintenance and repair work within their Home or on their lot which, if omitted, would adversely
1229 affect VILLAGGIO, the other Owners or the Association and its Members. The Owner of each Lot
1230 shall be responsible for any damages caused by a failure to so maintain such Lot, Improvements and
1231 Home. The Owners' responsibility for maintenance, repair and replacement shall include, but not be
1232 limited to, all of the physical structure constructed in, upon or below the Lot, and physical items
1233 attached or connected to such structure that run beyond the boundary line of the Lot which
1234 exclusively service or benefit the Lot and Home. Additionally, maintenance of the exterior surface
1235 of the walls, doors, windows and roof of the physical structure of the Home shall be done by the
1236 Owner, and the exterior surface of such walls, doors, windows and roof shall at all times be
1237 maintained in a good and serviceable condition with no damage or other defect therein by the
1238 Owner, except for the painting of the home and the cleaning of the roof when such is part of a
1239 routine community wide contract. The Owner of a Lot further agrees to pay for all utilities, such as
1240 telephone, telecommunications, water, sewer, sanitation, electric, etc., that may be separately billed
1241 or charged to each Home. The Owner of each Lot shall be responsible for insect and pest control
1242 within the Home. Whenever the maintenance, repair and replacement of any items which an Owner
1243 is obligated to maintain, repair or replace at his own expense is occasioned by any loss or damage
1244 which may be covered by any insurance maintained in force by the Association, the proceeds of the
1245 insurance received by the Association shall be used for the purpose of making such maintenance,
1246 repair or replacement, except that the Owner shall be, in said instance, required to pay such portion
1247 of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of
1248 any deductibility provision of such insurance or otherwise, reduce the amount of the insurance
1249 proceeds applicable to such maintenance, repair or replacement.
1250

1251 B. In addition to the above, Owners of all Homes shall be responsible to: fix
1252 leaks in and otherwise maintain and repair the roofs of their Homes; replace any dead or obviously

1253 dying trees or landscaping, including trees, shrubs, flowers and other plant materials on their Lots
1254 and maintain, repair and replace any fences on their Lots any mail post or mail box, except as
1255 otherwise provided herein. Owners of Homes shall also clean, maintain and repair the driveways,
1256 including the access to their driveway located on or in front of their Lots.

1257
1258 C. If a Home is damaged by fire or other casualty, its Owner shall properly and
1259 promptly restore it to at least as good a condition as it was before the casualty occurred. Any such
1260 work shall be in accordance with the original plans and specifications of the Home unless otherwise
1261 authorized by the Board of Directors and shall be otherwise subject to all provisions of Article VIII
1262 hereof.

1263
1264 D. Each Owner shall keep his Home insured in an amount not less than its full
1265 insurable value against loss or damage by fire or other hazards. Evidence of such coverage shall be
1266 furnished to the Association upon the Board of Directors' request. Failure to demonstrate insurance
1267 coverage when requested as identified by this item D. will be subject to enforcement procedures,
1268 fines and other consequences as may be authorized.

1269
1270 E. If an Owner fails to comply with the foregoing provisions of this Section 2.
1271 D., the Association may proceed to enjoin compliance.

1272
1273 F. The Owner of each Lot shall be responsible for the maintenance, repair and
1274 replacement of any Privacy Fences and Hedges encompassed within each Lot.

1275
1276 G. No weeds, underbrush, refuse or unsightly objects shall be permitted to remain
1277 upon any Lot. All landscaping, sprinkler systems, structures, improvements and appurtenances shall
1278 be kept in good, safe, clean, neat and attractive condition in accordance with all provisions of this
1279 Declaration (including architectural control). Upon failure of the Owner of any Lot to maintain
1280 same as aforesaid to the reasonable satisfaction of the Association after fifteen (15) days prior
1281 written notice, the Association may (i) enter upon such Lot and make such improvements or
1282 correction as may be necessary, the costs of which shall be paid to the Association by the offending
1283 Owner, or (ii) the Association may bring an action at law or in such equity against such party to
1284 enforce this provision, and/or recover damages for the failure to abide by same. However, if any
1285 emergency situation arises as a result of a failure of any portion of the lot to be maintained as set
1286 forth above, the Associations shall have the foregoing remedies without having to give the
1287 aforesaid fifteen (15) days prior written notice. Entry by the Association as described herein
1288 shall not be a trespass, and by the acceptance of a deed for a lot, all Owners have expressly given the
1289 Association the continuing permission to enter, which permission may be revoked. If any Owner
1290 fails to make payment as above provided, within fifteen (15) days after request, the Association shall
1291 have the right to convert such charge to a Specific Lot Assessment and file a lien therefore on the
1292 home of the offending Owner, and enforce the lien in accordance with Article VI hereof.

1293
1294 H. If a failure to comply with the provisions of this Section 2. relates to the
1295 Owner's obligation to maintain the Home, landscaping or any other area required to be maintained
1296 by the Owner, then, in addition to the exercise of all other remedies, the Association shall have the
1297 right but not the obligation, upon fifteen (15) days written notice, to enter the property of the Owner
1298 for the purpose of performing the maintenance referred to, set forth and described in the notice. The
1299 determination of whether an Owner is failing to properly maintain and care for the property for
1300 which he has the maintenance responsibility shall be determined in the sole discretion of the
1301 Association. Further, the Association shall be entitled, but not obligated, to perform such
1302 maintenance and care itself and to levy on the out of compliance Owner a Specific Lot Assessment

1303 equal to the cost of performing such maintenance (together with the administrative fee equal to 20%
1304 of such cost) and any such Specific Lot Assessment shall constitute a lien upon the applicable Lot
1305 and Home with the same force and effect as a lien for Operating Expenses.
1306

1307
1308 Section 3. DAMAGE TO BUILDINGS AND PROPERTY. The Owner of any Home which has
1309 suffered damage may apply to the ARC for approval for reconstruction, rebuilding, or repair of the
1310 Improvements therein. The Committee shall grant such approval only if, upon completion of the
1311 work, the exterior appearance will be substantially similar to that which existed prior to the date of
1312 the casualty. If the obligation for repair falls upon the Association, the Committee approval will not
1313 be required prior to the commencement of such work, so long as the exterior appearance will be
1314 substantially similar to that which existed prior to the date of the casualty.
1315

1316 The owner or owners of any damaged building, the Association, and the ARC shall be
1317 obligated to proceed with all due diligence hereunder and the responsible parties shall commence
1318 reconstruction within three (3) months after the damage occurs and complete reconstruction within
1319 one (1) year after the damage occurs, unless prevented by causes beyond his or its reasonable
1320 control.
1321

1322 ARTICLE IX

1323 USE RESTRICTIONS FOR OWNERS AND THEIR LOTS

1324
1325
1326 All of the Property shall be held, used, and enjoyed subject to the following limitations and
1327 restrictions, and any and all additional Rules and Regulations which may, from time to time, be
1328 adopted by the Association:
1329

1330 Section 1. STRUCTURES AND OTHER IMPROVEMENTS. No Structures or Improvements
1331 of any kind, including but not limited to, any building, wall, fence, sign, mailbox, landscaping,
1332 planting, swimming pool, tennis court, basketball structure, outdoor play equipment, screen
1333 enclosure, driveway, sidewalk, sewer, drain, water area, shall be erected, placed, planted or
1334 maintained on any portion of the Property without the consent of the Architectural Review
1335 Committee (“ARC”) pursuant to Article IX, Section 28 hereof.
1336

1337 Section 2. ANTENNAS, DISCS AND FLAGPOLES. Subject to all applicable government
1338 requirements, no outside antennas, discs, aerials, satellite dishes, poles, electronic devices, or
1339 flagpoles shall be permitted on any portion of the Property except as may be approved by the ARC.
1340

1341 Section 3. TEMPORARY STRUCTURES. No tents or temporary structures shall be permitted
1342 on any portion of the Property unless their size, appearance and temporary location have first been
1343 approved in writing by the ARC, and by the County or its appropriate review committee. Any signs
1344 to be used in conjunction with any tent or temporary structure must (i) be approved by the ARC; and
1345 (ii) be in compliance with County ordinances and if applicable, conditioned on procuring required
1346 governmental approvals.
1347

1348 Section 4. RESIDENTIAL PURPOSES AND OCCUPANCY A Lot owner or resident is
1349 prohibited from conducting any trade, business, profession or other type of commercial activity in a
1350 home, on their lot, or within the Development. For purposes of clarification, the Villaggio at Villages
1351 of Windsor Homeowners Association, Inc., precludes from such restriction, (1) the rental of a Home
1352 for residential occupancy, subject to the rules for such rental, (2) the use of a room or other space

1353 within a Home as an office for conducting personal business if such business does not require
1354 contact at the Home with customers and clientele of the Homeowner, nor be of such a pervasive
1355 nature as to dominate the residential character of the occupancy of such Home. However, the owner
1356 or resident shall not use the home address at Villaggio as the business address on advertisements,
1357 promotional literature so as to indicate that any property within Villaggio is used for commercial
1358 purposes. Such personal business must, nonetheless, comply with any applicable governmental
1359 regulations.

1360
1361 Section 5. OWNERS' PERSONAL PROPERTY. Owners shall store personal property within
1362 their respective Home and any outdoor furniture, or the like, shall be kept in a neat and clean manner
1363 at all times.

1364
1365 Section 6. FACTORY BUILT STRUCTURES. No Structure of any kind of what is commonly
1366 known as "factory built", or "modular", or "mobile home" type construction shall be erected or
1367 placed anywhere on the Property without the prior written approval of the ARC.

1368
1369 Section 7. SIGNS & DECORATIONS.

1370 1. Signs for the Sale or Rent of Homes. Signs for sale or rent may not be
1371 displayed or be visible on or about the Home, on the Property or any lot with respect to any Home.

1372
1373 2. Other Signs and Decorations. No other signs, advertisements, notices or other
1374 lettering or decorations shall be displayed on any portion of the property or vehicles parked thereon,
1375 unless the placement, content, form, size, lighting and time of placement of such sign be first
1376 approved by the Board of Directors, except that signs for contracted security services may be posted
1377 within ten feet of the entrance to a home. No flashing signs or flags shall be permitted subject to the
1378 provisions of the applicable Florida Statute. All signs must also conform with the governmental
1379 codes and regulations and with any master design plan for signs established by the Board of
1380 Directors.

1381
1382 Section 8. WALLS, FENCES AND SHUTTERS. The prior written approval of the ARC shall
1383 be required as a condition precedent to the: (a) construction of any wall, fence, hedge or shrubbery
1384 on the Property; (b) construction of any wall or fence on any Lot (no wall or fence shall be
1385 constructed until its height, length, type, design, composition, material and location is approved in
1386 writing by the ARC); and (c) storage of any hurricane, storm or weather shutters, awnings or shades
1387 on the exterior of any Structure. The Association shall not be responsible for any scheduled care
1388 and/or maintenance of any portion of any lot, which has been walled or fenced in by any
1389 Homeowner.

1390
1391 A. 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 B. Notwithstanding that an Owner has obtained the approval of the Committee to
1401 install a fence or landscape materials, as provided hereinabove, such installation shall be at the
1402 Owner's sole risk.

1403
1404 C. In addition, the installation of any fence placed upon any Lot is subject to
1405 easements, which run with the land. In the event the grantee of any such easement which runs with
1406 the land (i.e., FPL), its successors and/or assigns, requires the removal of any fence upon the Lot,
1407 then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the
1408 fence. The Owner of a Lot in installing any fence upon the Lot shall comply with all valid laws,
1409 zoning ordinances and regulations of the city and County governmental bodies, as applicable, in
1410 addition to the Committee approval required by Article IX, Section 28 hereof.
1411

1412 D. Notwithstanding anything contained to the contrary in this Declaration, an Owner
1413 of a Lot who elects to install a fence on any portion of his Lot shall be responsible for the
1414 maintenance and care of the lawn and landscaping and hedge, if any, in the portion of the Lot which
1415 becomes enclosed by the fence construction. Such Owner of a Lot shall not be entitled to a reduction
1416 in Assessments in turn for being responsible for such maintenance and care. "Maintenance and
1417 care" 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
1427 and 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
1439 Lot or property. No sod, topsoil, muck, trees or shrubbery shall be removed, changed or added by
1440 any Owner, renter or any other affiliated persons to the Common Areas of Association property
1441 within 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
1483 a waiver by the Board of Directors, or any Person having an interest herein, of its right to object to
1484 the 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
1537 Section 20. NO IMPROPER USE. No improper, offensive, hazardous or unlawful use shall be
1538 made of any Home nor shall anything be done thereon tending to cause embarrassment, discomfort,
1539 annoyance or nuisance to any person using any portion of the Property. All valid laws, zoning
1540 ordinances and regulations of all governmental bodies having jurisdiction thereover shall be
1541 observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency
1542 having jurisdiction thereover, relating to any Home shall be corrected by, and at the sole expense of,
1543 the Home's owner.

1544
1545 Section 21. INCREASE IN INSURANCE RATES. No Owner may engage in any action, which
1546 may reasonably be expected to result in an increase in the rate of any insurance policy or policies
1547 covering or with respect to any portion of the Property not owned by such Owner.
1548

1549 Section 22. SLOPES AND TREES. No Owner may engage in any activity, which will change
1550 the slope or drainage of a Lot. No tree may be removed from an owner's property without
1551 application and prior written permission of the ARC. Additional trees may be planted on the
1552 Owner's property with application and prior permission of the ARC.

1553
1554 Section 23. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil
1555 refining, boring or mining operations of any kind shall be permitted upon or on any Lot nor shall oil
1556 wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or
1557 other structure designed for use in boring for oil or natural gas shall be erected, maintained or
1558 permitted upon any Lot.

1559
1560 Section 24. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on
1561 any of the Property, provided that a central sewage disposal system is being operated in accordance
1562 with the requirements of the governmental regulatory body having jurisdiction over said central
1563 system.

1564
1565 Section 25. WATER SUPPLY. No individual water supply system shall be permitted on any of
1566 the Property provided that a central water supply system is being operated in accordance with
1567 requirements of the governmental body having jurisdiction over said central system.

1568
1569 Section 26. PETS AND ANIMALS.
1570
1571 A. No animals other than dogs, cats, fish or birds shall be kept, raised or used
1572 upon any portion of the Property. Pets, except service animals, shall be prohibited from all portions
1573 of the Common Areas buildings, pools, and enclosed areas, except where designated by the Board of
1574 Directors.

1575
1576 B. Obnoxious animals, shall not be kept or permitted to be kept anywhere on the
1577 Property. Rottweiler, Pitbull and similar aggressive breeds, whether full bred or mixed breed, may
1578 not be kept anywhere on the Property. Furthermore, dogs that exhibit aggressive behavior, not
1579 limited to biting or snapping, shall upon notice from the Property Manager or designee, be removed
1580 from the Property. The determination of what is or what may be an obnoxious animal, shall be
1581 determined by the Board of Directors in its sole discretion.

1582
1583 C. Notwithstanding the foregoing, an Owner may keep dogs or cats within his
1584 Home (not to exceed two animals in total). However, the animal(s) must be maintained as an indoor
1585 pet(s) and any excessive barking as determined in the sole discretion of the Board of Directors shall
1586 be deemed a nuisance or obnoxious animal as hereinabove provided.

1587
1588 D. No pet shall be permitted outside of a Home except on a leash or in an
1589 enclosed rear yard. Each Owner shall promptly remove and properly dispose of any solid waste
1590 matter deposited by his pet.

1591
1592 E. Notwithstanding the foregoing, dogs that are restricted herein above, but are
1593 currently residing as of March 2010 with their owners in Villaggio are hereby grandfathered in as
1594 permitted, but are further subject to expulsion on notification from the General Manager or designee,
1595 in the event that said dog(s) exhibit aggressive behavior as identified herein above.

1596
1597 Section 27. ENFORCEMENT. Failure of an Owner to comply with any limitations or
1598 restrictions in this Declaration or any of the VILLAGGIO Documents or with any Rules and

1599 Regulations promulgated by the Association shall be grounds for action which may include, without
1600 limitation, an action to recover sums due for damages, including legal fees and costs, injunctive
1601 relief, suspension of common area use-rights or any combination thereof.
1602

1603 In addition to all other remedies and in the sole discretion of the Board of Directors, a
1604 fine or fines, in an amount to be set by the Board of Directors, which amount shall not exceed the
1605 maximum amount allowed by law at the time of the violation, or accordance with our governing
1606 documents may be imposed upon an Owner for failure of such Owner, or his family, guests, invitees,
1607 lessees or employees, to comply with any of the VILLAGGIO Documents; use rights to the
1608 Association Property may be suspended with respect to any or all such persons, provided the
1609 following Notice and Hearing procedures are adhered to:
1610

1611 A. Notice. The Association shall notify the Owner in writing of the
1612 noncompliance and set forth the corrective action to be taken. A fine or suspension may not be
1613 imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended.
1614

1615 B. Hearing. Pursuant to the Notice, the subject Owner shall be given an
1616 opportunity for a hearing before a committee of at least three (3) members appointed by the Board of
1617 Directors who are not officers, directors, or employees of the Association, or the spouse, parent,
1618 child, brother or sister of an officer, director, or employee of the Association. If the committee, by
1619 majority vote, does not approve a proposed fine or suspension, it may not be imposed.
1620

1621 C. Board Meeting. The results of hearings before the committee shall be
1622 reported to the Board at a public meeting for their information and affirmation. A written decision
1623 of the Board of Directors with respect to a fine or suspension shall be submitted to the Owner not
1624 later than twenty-one (21) days after said meeting.
1625

1626 D. Payment. A fine shall be paid not later than thirty (30) days after notice of the
1627 imposition of the fine. Failure to pay fines as approved within ninety days will be subject to
1628 suspension of common area use rights.
1629

1630 E. Fines. The Board of Directors may impose fines upon the members, in such
1631 amounts authorized by the Declaration and or the Bylaws and consistent with relevant Florida
1632 Statute for violations of the requirements of this Declaration and/or the Rules and Regulations of the
1633 Association. Each day a violation exists may be treated as a separate violation. Such authorized
1634 fines shall be without limit even though the aggregate thereof may exceed the sum of \$1,000.00 plus
1635 all reasonable legal fees and expenses.
1636

1637 F. Liens. The Association may file a lien for fines imposed on an owner in the
1638 event that those fines are not paid in accordance with established timeframes and the aggregate fine
1639 reaches or exceeds \$1,000.00.
1640

1641 G. The requirements for Notice and Hearing of this Section shall not apply to the
1642 imposition of a fine or suspension against an Owner for that Owner's failure to pay any Assessment
1643 or other charge when due.
1644

1645 Section 28. ARCHITECTURAL REVIEW COMMITTEE ("ARC")
1646

1647 A. Approval Necessary. No building, outbuilding, garage, fence, wall, retaining
1648 wall, or other structure of any kind shall be erected, constructed, placed or maintained on the

1649 properties, nor shall any dwelling or other improvements on each Lot, as originally constructed and
1650 provided by the builder, be altered changed, repaired or modified unless prior to the commencement
1651 of any work thereof, the Homeowner makes application to the ARC that includes a complete set of
1652 plans and specifications including, as applicable, front, side and rear elevations, floor plans,
1653 materials to be used, and a copy of the original survey plan for the lot indicating and fixing the exact
1654 location of thereupon such improvements, structures or such altered structure of the Home or
1655 property with reference to the street and side lines thereof, and receives final approval in writing for
1656 all work outlined in the application. Any deviation from approved plans must be addressed by filing
1657 an addendum to the approved application and approved in writing before final approval by the ARC
1658 is granted for the project. The foregoing prior approval is intended to further specifically apply to the
1659 exterior painting of a dwelling or any other maintenance or repair which changes the exterior
1660 appearance of a dwelling, or other improvements upon a Home and Lot. The Association may
1661 require and impose an inspection fee, security deposit and require all costs arising out of or in
1662 connection with any proposed improvements as same may be set from time to time in the sole
1663 discretion of the Association. Payment of the foregoing is a condition precedent to any ARC
1664 approval. Notwithstanding the foregoing, pursuant to this Section A and pursuant to the remainder
1665 of this Declaration, the requirement for obtaining approval by the ARC shall be a requirement for
1666 any construction or other improvements on the individual Lots made by an Owner or resident
1667 thereof, and shall not apply to any action taken by the Association or any construction or
1668 improvement performed upon Association Common Areas.
1669

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

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

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

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

1694 F. Right of Entry. Any agent or member of the ARC may at any reasonable time
1695 enter and inspect any building or Property subject to the jurisdiction of the ARC and any building or
1696 structure reasonably believed by such agent or member to be a violation of the covenants,
1697 restrictions, reservations, servitude or easements of the Declaration.
1698

1699 G. Waiver of Liability. Neither the ARC nor any member thereof, nor its duly
1700 authorized representative, shall be liable to the Association, or to any Owner or any other person or
1701 entity for any loss, damage or injury arising out of or in any way connected with the performance or
1702 non-performance of the ARC duties hereunder. The ARC shall review and approve or disapprove all
1703 plans submitted to it for any proposed improvement, alteration or addition solely on the basis of
1704 aesthetic considerations and the benefit or detriment, which would result to members of the
1705 Association. The ARC shall take into consideration the aesthetic aspects of the architectural designs,
1706 placement of buildings, landscaping, color schemes, exterior finishes and materials and similar
1707 features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be
1708 deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or
1709 conformance with building or other codes. The ARC and the Association do not determine or
1710 assume any responsibility for the quality of construction or structural soundness of any
1711 improvements and no obligation or liability relating to construction of any improvements shall result
1712 from review or approval of any plans by the ARC and/or the Association. Furthermore, the ARC
1713 and/or the Association do not evaluate plans to determine whether the plans satisfy all applicable
1714 governmental requirements.

1715
1716 ARTICLE X

1717
1718 DAMAGE OR DESTRUCTION TO ASSOCIATION PROPERTY

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

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

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

1735
1736 C. If the insurance proceeds are insufficient to effect total restoration and the cost of
1737 restoration of the Association Property exceeds said proceeds by more than Two Hundred Fifty
1738 Thousand Dollars (\$250,000), then with the vote or written assent of a majority of the total number
1739 of Members eligible to vote, as of the day prior to the scheduled vote, in person, or by proxy at a
1740 meeting where a quorum has been established, it shall be determined whether: (a) to rebuild and
1741 restore either: (i) in substantially the same manner as the Improvements existed prior to the damage
1742 or destruction; or (ii) in a manner less expensive, and in the event of (i) or (ii) to raise the necessary
1743 rebuilding and restoration funds by levying *pro rata* restoration and construction Special
1744 Assessments against all Lots; or (b) to not rebuild and to retain available insurance proceeds. The
1745 Board of Directors shall not first issue a Special Assessment as detailed in B. above and then
1746 implements the decisions included in this paragraph C. In the event it is decided that the damaged or
1747 destroyed Association Property shall not be rebuilt, the remains of any structure or structures shall be

1748 torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be
1749 fully sodded and landscaped or otherwise treated in an attractive manner.

1750
1751 D. Each Owner shall be liable to the Association for any damage to the Association
1752 Property not fully covered or collected by insurance which may be sustained by reason of the
1753 negligence, accident or willful misconduct of said Owner or of his or her family, lessees, invitees
1754 and guests, both minors and adults. The Association may collect for any damages sustained as a
1755 consequence of the actions of an Owner (or the Owner's family, lessees, invitees, etc.) as an
1756 Assessment collectible from the Owner and as provided in the Declaration. The provisions of Article
1757 IX, Section 27, including but not limited to Notice and Hearing shall apply before any such
1758 Assessment.

1759
1760 E. In the event that the repairs and replacements were paid for by any Special
1761 Assessments as well as insurance proceeds and regular Assessments, then, if after the completion of
1762 and payment for the repair, replacement, construction or reconstruction there shall remain any excess
1763 in the hands of the Association, it shall be presumed that the monies disbursed in payment of any
1764 repair, replacement, construction and reconstruction were first disbursed from insurance proceeds
1765 and regular Assessments and any remaining funds shall be deemed to be the remaining Special
1766 Assessments which shall be returned to the Owners by means of a *pro rata* distribution in
1767 accordance with the collection of such Special Assessments or credited to the Owners against future
1768 Assessments.

1769 ARTICLE XI.

1770 CONVEYANCES, SALES, TRANSFERS AND LEASES.

1771
1772 Section 1. CONVEYANCES, SALES AND TRANSFERS. In order to assure a community of
1773 congenial residents and for the protection of the values of the Lots, the use of the Property shall be
1774 restricted to and shall be in accordance with the following provisions:

1775 A. Transfers Subject to Approval. The following transfers shall be subject to prior written
1776 approval of the Board of Directors and any transfer undertaken without prior written approval of the
1777 Board of Directors shall be void:

1778 (a) All sales of Lots except judicial sales conducted pursuant to a judgment of foreclosure
1779 held by an Institutional First Mortgagee encumbering a Lot or public sales conducted by the Palm
1780 Beach County Tax Collector resulting from the failure to pay real property taxes.

1781 (b) All transfers by gift.

1782 (c) All transfers by devise or inheritance.

1783 (d) Any other transfer of title to or possession of a Lot.

1784 (e) All sales and transfers subject to approval shall require, as a condition of approval, the
1785 payment to the Association of a transfer fee (application fee) in the current amount of Two
1786 Hundred (\$200.00) Dollars, or such other amount as modified by the Board of Directors from time
1787 to time. Note the following exception: Current Villaggio owners who purchase a home for their

1788 occupancy are exempt from an application fee.

1789 (f) Upon change in title the new owner shall pay a Working Fund Contribution as defined in
1790 Article VII Section 6. Exceptions to this (f) will be made for any current owner who transfers title
1791 to a Trust, which includes their name(s) as a trustee.

1792 Section 2. Notice to Association. Prior to approving any transfer subject to approval hereunder,
1793 the Association shall be entitled to written notice of the transferor's intent to make the transfer with a
1794 copy of the documentation evidencing the intended transfer including but not limited to, a copy of
1795 the contract for sale in the case of a sale, a copy of the stipulation from the will granting title, and a
1796 copy of any other documentation pertaining to a proposed transfer subject to approval hereunder
1797 which the Association may reasonably require, completed applications on forms prescribed by the
1798 Association and such other and further information about the intended transferees or occupants as
1799 the Association may reasonably require. This shall include the authority to conduct any and all
1800 necessary background checks, including financial, criminal or otherwise, in order to determine
1801 compliance with the Association's governing documents, and in order to determine whether such
1802 proposed tenant(s) or occupant(s) qualify pursuant to this Declaration. The Association shall further
1803 have the authority to charge the actual costs of any such necessary background checks in addition to
1804 the application fee identified in Paragraph 1 (e).

1805 Section 3. Association's Election. Within fifteen (15) business days of receipt of the last of the
1806 information required pursuant to paragraph 2 above, the Association must either approve or
1807 disapprove the transfer. Failure on the part of the Association to respond within said fifteen business
1808 (15) day period shall constitute automatic approval for the proposed transfer.

1809 . A. Approval. In the event the Association approves any transfer subject to approval hereunder,
1810 the Association shall deliver to the transferor or the transferor's designee an executed
1811 certificate of approval (COA), approving the transfer executed by an authorized
1812 representative of the Association.

1813 . B. Disapproval of Transfer of Title. The Board of Directors may disapprove a proposed sale or
1814 transfer for good cause as defined below:

1815 . (1) The person(s) seeking approval (which shall include all proposed occupants) fails to qualify
1816 for membership in the Association, including, but not limited to, those applicants who fail to
1817 qualify for membership because of the restrictions on occupancy or ownership set forth in
1818 this Declaration; or

1819 . (2) The person(s) seeking approval (which shall include all proposed occupants) fails to comply
1820 with the Association's age restrictions contained in Article XIII, Section 18 of this
1821 Declaration; or

1822 . (3) The person(s) seeking approval (which shall include all proposed occupants) has been
1823 convicted at any time of a felony involving violence to persons or a felony where the victim
1824 was a minor or has been convicted of any other felony within the ten (10) years preceding the
1825 date of application; or

1826 . (4) The person(s) seeking approval (which shall include all proposed occupants) is a registered

1827 sexual offender or sexual predator pursuant to Florida law or pursuant to any other
1828 jurisdiction; or

1829 . (5) The person(s) seeking approval (which shall include all proposed occupants) takes
1830 possession of the Lot prior to the approval by the Association as provided for herein; or

1831 . (6) The person(s) seeking approval (which shall include all proposed occupants) has a history of
1832 violating the Association's governing documents, or a history of disruptive behavior or
1833 disregard for the rights and property of others as evidenced by his conduct in this or any
1834 other Association as a lessee, guest, owner or occupant of a Lot; or

1835 . (7) The person(s) seeking approval (which shall include all proposed occupants) fails to comply
1836 with the requirements of Article XI hereof; or.

1837 . (8) The person(s) seeking approval (which shall include all proposed occupants) has a history of
1838 bad credit, or has a history of non-payment of assessments or other financial obligations to
1839 this or any other Association, or is otherwise demonstrated to be a clear financial risk to the
1840 Association; or

1841 . (9) No transfer of title will be approved if, at the time of the application or at any time prior to
1842 the time approval is to be granted, the Lot is delinquent in the payment of any financial
1843 obligation to the Association under this Declaration or under any of the governing
1844 documents or the applicable Statute, or if the Lot is in violation of any provision of this
1845 Declaration or the Rules and Regulations which remains uncured at the time the Association
1846 is required to make its election hereunder.

1847 C. No Lot Owner who purchases a Lot or otherwise acquires title to a Home after the effective
1848 date of this amendment shall be entitled to lease his or her Lot until such Lot Owner has owned the
1849 Lot for a period of twelve (12) months, which twelve (12) month period shall commence upon the
1850 date title was acquired. Such twelve (12) month restriction on leasing shall not apply to the
1851 Association, in the event the Association takes title to a Lot as a result of foreclosure, deed in lieu of
1852 foreclosure or otherwise. Additionally, this requirement shall not apply where title is acquired by an
1853 immediate family member of the Lot Owner, which immediate family member shall be defined as
1854 the Owner's spouse, parents, siblings, children, grandchildren or grandparent, or where the Lot has
1855 been transferred or otherwise conveyed to a trust or otherwise conveyed for estate planning
1856 purposes. However, in the event that title is transferred to an immediate family member as identified
1857 in this Section, such immediate family member shall only be entitled to lease the Lot within the first
1858 twelve (12) months of ownership where the previous Owners have resided on the Lot for at least
1859 twelve (12) months preceding the date of acquisition of title by the immediate family member.

1860 . D. Homeowners allowing others to reside in their property (without the homeowners' present)
1861 for more than thirty (30) days shall complete and submit an affidavit stating such.

1862 . E. The Board of Directors shall have the right to make hardship exceptions to occupancy
1863 restrictions, but cannot waive the application fees or working fund contribution. Hardship
1864 exceptions will be decided confidentially on a case-by-case basis.

1865 Section 4. LEASES. In order to assure a community of congenial residents and thus

1866 protect the value of the Lots, the leasing of Lots shall be subject to the provisions identified
1867 herein:

1868 A. No lease of any interest in a Lot shall commence without the Lot Owner having first
1869 obtained the written approval of such lease by the Association. Any lease agreement in effect
1870 as of the effective date of this amendment shall be deemed approved. However, any renewal
1871 or extension of any existing lease, and all new leases, including renewals or extensions of
1872 such new leases, after the effective date of this amendment, shall be subject to the provisions
1873 of this Section.

1874 B. The Lot Owner shall notify the Association, in writing on an application form provided by
1875 the Association, of his/her intention to lease his/her Lot. The name, address, and telephone
1876 number of the prospective lessee and a copy of the Lease Agreement must be provided to the
1877 Association, not less than thirty (30) days prior to the lease of the Lot. The application must
1878 indicate the date when such lease is to take place.

1879 C. Within twenty (20) business days after the receipt of a completed application, the
1880 Association shall either approve or disapprove the lease. Disapproval of a lease (see j. below)
1881 shall not be arbitrary, but any lessee who is disapproved by the Association shall not be
1882 entitled to take possession of the Lot.

1883 D. Any and all lease agreements between an Owner and a lessee of a Lot shall be in writing,
1884 shall provide for a term no longer than twelve months and must provide that the lease shall
1885 be subject, in all respects, to the terms and provisions of this Declaration, the Articles of
1886 Incorporation, Bylaws and the Rules and Regulations of the Association. Any failure by the
1887 lessee under such lease agreement to comply with such terms and conditions shall be a
1888 material default and breach of the lease agreement. No Lot shall be subject to more than one
1889 (1) lease in any twelve- month period.

1890 E. Security Deposit. The Association has the right to require, as a condition to permitting the
1891 leasing of a Lot, the depositing with the Association of a security deposit of \$1,500, made by
1892 either the lessor or lessee, which may be placed in a co-mingled account without interest.
1893 Upon termination of occupancy of the Lot by the lessee, the Association may deduct from
1894 the security deposit an amount equal to any actual or anticipated expenses occasioned by the
1895 wrongful or negligent act(s) of the lessee or his invitees, tenants or guests, including, but not
1896 limited to, damage to the Common Areas. Any amounts remaining from the security deposit
1897 after such amounts are deducted shall be returned to the Lot Owner or Lessee who deposited
1898 same, by the Association, not later than thirty (30) days from the date of notice to the
1899 Association of the termination of the occupancy of the Lot by Lessee.

1900 F. Application Fees. The Association may charge an application fee in connection with the
1901 lease of any Lot in an amount of Two Hundred Dollars (\$200.00) per applicant, or such other
1902 amount as modified by the Board of Directors from time to time. Said fee shall be remitted to
1903 the Association at the same time as the Lot Owner provides notice of such lease as provided
1904 in subsection (b) of this Section. The application provided by the Association may also
1905 require any further information that the Association may reasonably require for purposes of

1906 screening applicants, including but not limited to, criminal background check, credit history,
1907 and financial background. In addition to the application fee identified above, the Association
1908 shall also have the authority to charge the actual costs of any such criminal background
1909 check, credit check or other background checks performed by the Association.

1910 G. The provisions of this Section shall apply to all leases, including all renewals and extensions
1911 of such leases. If a Lot Owner shall lease his/her Lot, he/she shall remain liable for the
1912 performance of all of the agreements and covenants in the Association documents, and shall
1913 be liable for any violations by his/her lessee of any and all use restrictions.

1914 H. The lessee may be required to meet with the Association to acknowledge that he/she takes
1915 occupancy subject to, and agrees to abide by the Declaration, the Articles of Incorporation,
1916 Bylaws and the Rules and Regulations of the Association. Such meeting shall take place
1917 after the Association has received the name, address and telephone number of the
1918 prospective lessee or a copy of the lease, and prior to the date of occupancy.

1919 I. The Lot Owner must furnish the prospective lessee with a copy of the Declaration, the
1920 Articles of Incorporation, Bylaws and the Rules and Regulations of the Association. If the
1921 Lot Owner does not have a copy of such documentation, then the Lot Owner will be required
1922 to obtain copies from the Association at a reasonable cost at the time of application, or
1923 access the information from the community website.

1924 J. Without limiting the Association's ability to disapprove of all leases and all occupants, a
1925 proposed tenant or occupant may be disapproved by the Association for any reasonable
1926 grounds, which reasonable grounds shall include, but not be limited to, the following:

1927 (1) The person(s) seeking approval (which shall include all proposed occupants) fails to
1928 qualify in the Association, including, but not limited to, those applicants who fail to
1929 qualify because of the restrictions on occupancy or ownership set forth in this
1930 Declaration, the Bylaws, Articles of Incorporation or Rules and Regulations of the
1931 Association, as same may be amended from time to time; or

1932 (2) The person(s) seeking approval (which shall include all proposed occupants) fails to
1933 comply with the Association's age restrictions contained in Article XIII, Section 18
1934 of this Declaration.

1935 (3) The person(s) seeking approval (which shall include all proposed occupants) has been
1936 convicted at any time of a felony involving violence to persons or a felony where the
1937 victim was a minor or has been convicted of any other felony within the ten (10)
1938 years preceding the date of application; or

1939 (4) The person(s) seeking approval (which shall include all proposed occupants) is a
1940 registered sexual offender or sexual predator pursuant to Florida law or pursuant to
1941 any other jurisdiction; or

1942 (5) The person(s) seeking approval (which shall include all proposed occupants) takes
1943 possession of the Lot prior to the approval by the Association as provided for herein;
1944 or

1945 (6) The person(s) seeking approval (which shall include all proposed occupants) has a
1946 history of violating the Association's governing documents, or a history of disruptive
1947 behavior or disregard for the rights and property of others as evidenced by his
1948 conduct in this or any other Association as a lessee, guest, owner or occupant of a
1949 Lot; or

1950 (7) The person(s) seeking approval (which shall include all proposed occupants) fails to
1951 comply with the requirements of this Article XI, or

1952 (8) The person(s) seeking approval (which shall include all proposed occupants) has a
1953 history of bad credit, or has a history of non-payment of assessments or other
1954 financial obligations to this or any other Association, or is otherwise demonstrated to
1955 be a clear financial risk to the Association; or

1956 (9) No lease will be approved if, at the time of the application or at any time prior to the
1957 time approval is to be granted, the Lot Owner is delinquent in the payment of any
1958 financial obligation to the Association under this Declaration or under any of the
1959 governing documents or the applicable Statute, or if the Lot is in violation of any
1960 provision of this Declaration or the Rules and Regulations which remains uncured at
1961 the time an application is made hereunder.

1962 K. There shall be no subleasing of a Lot.

1963 L. Guests, other than an immediate family member, which shall be defined as an Owner's
1964 spouse, parents, children or grandparents, who are not paying rent to the Owner, shall be
1965 prohibited from occupying a Lot without the Owner in residence for a period in excess of
1966 thirty (30) days in any twelve-month period. Any such guest, or non-immediate family
1967 member, who will be occupying a Lot without the Owner in residence for a period in excess
1968 of thirty (30) days in any twelve-month period shall be considered a tenant and subject to
1969 approval by the Association as provided in this Section.

1970 M. With respect to any tenant or any person present on any Lot or any portion of the Properties
1971 other than an Owner and the members of his immediate family permanently residing with
1972 him on the Lot, if such person materially violates any provision of this Declaration, the
1973 Articles or Bylaws, or if such person is a source of annoyance to the residents of the
1974 Properties, or willfully damages or destroys any Common Areas or personal property of the
1975 Association, then upon written notice by the Association, such person shall be required to
1976 immediately leave the Properties, and if such person does not do so, the Association is
1977 authorized to commence an action to evict such tenant or compel the person to leave the
1978 Properties and, where necessary, to enjoin such person from returning. The expense of any
1979 such action, including attorney's fees, may be assessed against the applicable Owner, and the
1980 Association may collect such assessment and have a lien for same as elsewhere provided.
1981 The foregoing shall be in addition to any other remedy of the Association.

1982 ARTICLE XII
1983

1984 INSURANCE AND CONDEMNATION
1985

1986 Section 1. The Association shall purchase and maintain the following insurance coverages
1987 subject to the following provisions, and the cost of the premiums therefore shall be a part of the
1988 Operating Expenses:
1989

1990 A. CASUALTY INSURANCE. Property and casualty insurance in an amount equal
1991 to the then full replacement cost, exclusive of land, foundation, excavation and other items normally
1992 excluded from such coverage, of all Improvements and personal property which are owned by the
1993 Association and now or hereafter located upon the Association Property, which insurance shall
1994 afford protection against such risks, if any, as shall customarily be covered with respect to areas
1995 similar to the Association Property in developments similar to VILLAGGIO in construction, location
1996 and use.
1997

1998 B. PUBLIC LIABILITY INSURANCE. A comprehensive policy of public liability
1999 insurance naming the Association as named insureds thereof insuring against any and all claims or
2000 demands made by any person or persons whomsoever for personal injuries or property damage
2001 received in connection with, or arising from, the operation, maintenance and use of the Association
2002 Property and any Improvements located thereon, and for any other risks insured against by such
2003 policies with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for damages incurred
2004 or claimed by any one person for any one occurrence; not less than THREE MILLION DOLLARS
2005 (\$3,000,000) for damages incurred or claimed by more than one person for any one occurrence; and
2006 for not less than FIFTY THOUSAND DOLLARS (\$50,000) property damage per occurrence with
2007 no separate limits stated for the number of claims. The Association may also obtain worker's
2008 compensation insurance and other liability insurance including, but not limited to, insurance for
2009 lawsuits related to employment contracts to which the Association is a party, as it may deem
2010 desirable.
2011

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

2017 D. OTHER INSURANCE. The Board of Directors may obtain such other forms of
2018 insurance as the Board of Directors may determine (including, by way of example and not of
2019 limitation, directors' and officers' liability coverage), and in such coverage amounts as the Board of
2020 Directors shall determine to be required or beneficial for the protection or preservation of the
2021 Association Property and any improvements now or hereafter located thereon or in the best interests
2022 of the Association and/or its officers and directors.
2023

2024 E. CANCELLATION OR MODIFICATION. All insurance policies purchased by
2025 the Association shall provide that they may not be canceled (including for nonpayment of premiums)
2026 or substantially modified without at least ten (10) days' prior written notice to the Association and to
2027 each first mortgage holder, if any, named in the mortgage clause.
2028

2029 F. FLOOD INSURANCE. If determined appropriate by the Board of Directors or if
2030 required by an Institutional Mortgagee, a blanket policy of flood insurance covering the Association
2031 Property, if available under the National Flood Insurance Program, shall be purchased, which flood

2032 insurance shall be in the form of a standard policy issued by a member of the National Flood
2033 Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the
2034 maximum amount of flood insurance available under such program, or one hundred percent (100%)
2035 of the current replacement cost of all buildings and other insurable property located in the flood
2036 hazard area.

2037
2038 Section 2. CONDEMNATION. In the event the Association receives any award or payment
2039 arising from the taking of any Association Property or any part thereof as a result of the exercise
2040 of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to
2041 the restoration of such taken areas and improvements thereon to the extent deemed advisable by
2042 the Board of Directors and approved by at least two-thirds (2/3) of the total voting interests, and
2043 the remaining balance thereof, if any, shall then be distributed *pro rata* to Owners and
2044 mortgagees of Lots as their respective interests may appear.

2045
2046 Section 3. WAIVER OF SUBROGATION. As to each policy of insurance maintained by the
2047 Association which will not be voided or impaired thereby, the Association hereby waives and
2048 releases all claims against the Board of Directors, the Owners and the agents and employees of each
2049 of the foregoing, with respect to any loss covered by such insurance, whether or not caused by
2050 negligence of or breach of any agreement of said persons, but only to the extent that such insurance
2051 proceeds are received in compensation for such loss.

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ARTICLE XIII

GENERAL PROVISIONS

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

Section 2. NOTICES. Any notice or other communication required or permitted to be given or
delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by
United States mail, postage prepaid to: (i) each Owner, at the address of the person whose name
appears as the Owner on the records of the Association at the time of such mailing and, in the
absence of any specific address, at the address of the Home owned by such Owner; or (ii) by email
to those who have supplied their email address to the Association via direct correspondence with the
Database Manager for the Resident Directory, or via an official Association form from which the
email address was extracted for the purpose of Association communication, noting that such owners
should take affirmative action to update the Database Manager directly or by contacting the office
staff if there is a change in their email address, (iii) the Association, by certified mail, return receipt
requested, at 6935 Via Bernardi, Lake Worth Florida 33467.

Section 3. ENFORCEMENT. The covenants and restrictions herein contained may be enforced
by the Association, any Owner, any Institutional Mortgagee holding a mortgage on any portion of
the Property in any judicial proceeding seeking any remedy recognizable at law or in equity,
including damages, injunction or any other form of relief against any person, firm or entity violating
or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to
enforce any such covenant, restriction or provision herein contained shall in no event be deemed a
waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce

2081 such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled
2082 to all costs thereof including, but not limited to, Legal Fees.
2083

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

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

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

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

2115 Section 7. AMENDMENT AND MODIFICATION. The process of amending or modifying
2116 this Declaration shall be as follows:
2117

2118 1. This Declaration may be amended by: (i) the affirmative vote of the Members as
2119 described in the By-Laws, of two thirds (2/3) of the votes after attainment of a quorum of Lot
2120 Owners, together with (ii) the approval or ratification of a majority of the Board of Directors.
2121 The aforementioned consent of the Owners of the Lots may be evidenced by a writing (i.e., written
2122 consent) signed by the Voting Members representing the required number of Owners or by the
2123 affirmative vote of the Voting Members representing the required number of Owners at any regular
2124 or special meeting of the Association called and held in accordance with the Bylaws, as evidenced
2125 by a certificate of the Secretary or an Assistant Secretary of the Association.
2126

2127 2. Amendments for correction of scrivener's errors or other nonmaterial changes may
2128 be made by the Board of Directors thereafter and without the need of consent of the Owners.
2129

2130 3. A true copy of any amendment to this Declaration shall be sent certified mail by
2131 the Association to Declarant and to all Institutional Mortgagees holding a mortgage on any portion
2132 of the Property requesting notice. The amendment shall become effective upon the recording
2133 amongst the Public Records of the County of said amendment or any Supplemental Declaration to
2134 this Declaration which sets forth any amendment or modification to this Declaration.
2135

2136 4. Any proposed amendment to the Declaration which would affect the surface water
2137 management system (including environmental conservation areas and the water management
2138 portions of the Association Property), shall be submitted to the South Florida Water Management
2139 District for a determination of whether the proposed amendment necessitates a modification of the
2140 surface water management permit.
2141

2142 Section 8. DELEGATION. The Association, pursuant to a resolution duly adopted by the Board
2143 of Directors, shall have the continuing authority to delegate all or any portion of its responsibilities
2144 for maintenance, operation and administration, as provided herein, to any managing agency or entity
2145 selected by the Board of Directors from time to time.
2146

2147 Section 9. TERM. This Declaration and the terms, provisions, conditions, covenants,
2148 restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the
2149 Property, and inure to the benefit of Declarant, the Association, the Owners, and their respective
2150 legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of
2151 recording this Declaration amongst the Public Records of the County, after which time this
2152 Declaration shall be automatically renewed and extended for successive periods of ten (10) years
2153 each unless at least one (1) year prior to the termination of such fifty (50) year term or any such ten
2154 (10)-year extension there is recorded amongst the Public Records of the County an instrument
2155 agreeing to terminate this Declaration signed by Owners owning two-thirds (2/3) of the Lots and
2156 Institutional Mortgagees holding first mortgages encumbering two-thirds (2/3) of all Lots
2157 encumbered by first mortgages held by Institutional Mortgagees, upon which event this Declaration
2158 shall be terminated upon the expiration of the fifty (50)-year term or the ten (10)-year extension
2159 during which such instrument was recorded.
2160

2161 In the event this Declaration is terminated or the Association ceases to exist for any
2162 reason, the Owners at that time shall be jointly and severally responsible for the costs to maintain
2163 and shall maintain the Association Property in the manner described herein. This provision may not
2164 be amended or deleted without the prior written consent of the County and this provision shall
2165 survive the termination of this Declaration and shall run with the Property in perpetuity.
2166

2167 Section 11. RIGHTS OF MORTGAGEES.
2168

2169 A. Right to Notice. The Association shall make available for inspection upon
2170 request, during normal business hours or under reasonable circumstances, the VILLAGGIO
2171 Documents and the books, records and financial statements of the Association to Owners and the
2172 holders, insurers or guarantors of any first mortgages encumbering any portion of the Property. In
2173 addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage
2174 encumbering a Home upon written request to the Association.
2175

2176 B. Rights of Listed Mortgagee. Upon written request to the Association,
2177 identifying the name and address of the holder, insurer, or guarantor (such holder, insurer or
2178 guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Lot and the

2179 legal description of such Lot, the Association shall provide such Listed Mortgagee with timely
2180 written notice of the following:

2181
2182 (1) Any condemnation, loss or casualty loss, which affects any material
2183 portion of the Association Property;

2184
2185 (2) Any lapse, cancellation or material modification of any insurance
2186 policy or fidelity bond maintained by the Association;

2187
2188 (3) Any proposed action which would require the consent of mortgagees
2189 holding a mortgage encumbering a Lot; and

2190
2191 (4) Any failure by an Owner owning a Lot encumbered by a mortgage
2192 held, insured or guaranteed by such Listed Mortgagee to perform his or her obligations under the
2193 VILLAGGIO Documents, including, but not limited to, any delinquency in the payment of
2194 Assessments, or any other charge owed to the Association by said Owner where such failure or
2195 delinquency has continued for a period of sixty (60) days.

2196
2197 C. Right of Listed Mortgagee to Receive Financial Statement. Any Listed
2198 Mortgagee shall, upon written request made to the Association, be entitled to financial statements for
2199 the Association for the prior fiscal year, free of charge, and the same shall be furnished within a
2200 reasonable time following such request.

2201
2202 Section 13. APPROVAL OF ASSOCIATION LAWSUITS BY OWNERS. The Association shall
2203 be required to obtain the approval of two-thirds (2/3) of those voting in person, or by proxy at a duly
2204 called meeting of the Members, at which a quorum is present, or by written consent of two-thirds
2205 (2/3) of those voting, with the required votes to achieve a quorum, which votes may be obtained
2206 through the use of email, prior to engaging persons or entities for the purpose of suing, or making,
2207 preparing or investigating any lawsuit, or commencing any lawsuit other than for the following
2208 purposes:

2209
2210 (a) the collection of Assessments;

2211
2212 (b) the collection of other charges which Owners are obligated to pay
2213 pursuant to the VILLAGGIO Documents;

2214
2215 (c) the enforcement of the use and occupancy restrictions contained in the
2216 VILLAGGIO Documents;

2217
2218 (d) in an emergency, where waiting to obtain the approval of the Owners
2219 creates a substantial risk of irreparable injury to the Association Property or to Owner(s); or

2220
2221 (e) filing a compulsory counterclaim;

2222
2223 (f) defending a suit brought against the Association

2224
2225 (g) any action on behalf of the Association where legal fees and costs are
2226 reasonably expected to be less than \$5,000.

2227
2228

2229 Section 14. COMPLIANCE WITH PROVISIONS. Every person who owns, occupies or
2230 acquires any right, title, estate or interest in or to any Lot except as elsewhere herein provided does
2231 consent and agree to, and shall be conclusively deemed to have consented and agreed to, every
2232 limitation, restriction, easement, reservation, condition and covenant contained herein, whether or
2233 not any reference to these restrictions is contained in the instrument by which such person acquired
2234 an interest in such property.

2235
2236 Section 15. SECURITY. The Association may, but shall not be obligated to, maintain or support
2237 certain activities within the Property designed to make the Property safer than it otherwise might be.
2238 Additionally, the Association makes no representations whatsoever as to the security of the premises
2239 or the effectiveness of any monitoring system or security service. All members agree to hold
2240 Declarant and the Association harmless from any loss or claim arising from the occurrence of any
2241 crime or other act. Neither the Association, nor any successor shall in any way be considered
2242 insurers or guarantors of security within the Property. Neither the Association, nor any successor
2243 shall be held liable for any loss or damage by reason of failure to provide adequate security or
2244 ineffectiveness of security measures undertaken, if any. All Members, owners and occupants of any
2245 lot or home, and tenants, guests, and invitees of any owner, acknowledge that the Association and
2246 the Board of Directors, do not represent or warrant that: (a) any fire protection system, burglar alarm
2247 system or other security system, if any, designated by or installed according to guidelines established
2248 by the Association may not be compromised or circumvented, or (b) that any fire protection or
2249 burglar alarm systems or other security systems will in all cases provide the detection or protection
2250 for which the system is designed or intended. Each Member, owner and occupant of any lot or
2251 home, and each tenant, guest and invitee of an owner, acknowledges and understands that the
2252 Association, the Board of Directors are not insurers and that each Member, owner and occupant of
2253 any lot or home, and each tenant, guest and invitee of any Member or owner assumes all risks for
2254 loss or damage to persons, to lots or homes, and to the contents of lots or homes and further
2255 acknowledges that the Association, the Board of Directors, have made no representations or
2256 warranties nor has any owner, Member, occupant, tenant, guest or invitee relied upon any
2257 representations or warranties, expressed or implied, including any warranty of merchantability or
2258 fitness for any particular purpose, relative to any fire and/or burglar alarm systems or other security
2259 systems recommended or installed, if any, or any security measures undertaken within the Property.

2260
2261 Section 16. COVENANT RUNNING WITH THE LAND. All provisions of this Declaration
2262 shall, to the extent applicable and unless otherwise expressly provided herein to the contrary, be
2263 construed to be covenants running with the Lots and Homes and the Property and with every part
2264 thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the
2265 benefit of the Association and subsequent Owner(s) of the Homes, Lots and Property or any part
2266 thereof, or interest therein, and their respective heirs, successors, and assigns. However, the same
2267 are not intended to create nor shall they be construed as creating any rights in or for the benefit of the
2268 general public, unless specifically provided herein to the contrary. All present and future Owners,
2269 lessees, and occupants of the Lots and Homes, as applicable, shall be subject to and shall comply
2270 with the provisions of this Declaration and the Articles of Incorporation, Bylaws and applicable
2271 Rules and Regulations as exist and may from time to time be amended. The acceptance of a deed of
2272 conveyance to a Lot, or the entering into a lease of or occupancy of a Home, shall constitute an
2273 adoption and ratification by such Owner, lessee, or occupant of the provisions of this Declaration,
2274 and the Articles of Incorporation, Bylaws, and applicable Rules and Regulations of the Association,
2275 as they may be amended from time to time. In the event that any easements granted herein shall fail
2276 for want of a grantee in being or for any other purpose, the same shall constitute and be covenants
2277 running with the land.

2278

2279 Section 17. NO PUBLIC RIGHT OR DEDICATION. Nothing contained in this Declaration
2280 shall be deemed to be a gift or dedication of all or any portion of the Association Property to the
2281 public, or for any public use.
2282

2283 Section 18. NO REPRESENTATIONS OR WARRANTIES. No representations or warranties of
2284 any kind, express or implied, have been given or made by the Association or its agents or employees
2285 in connection with any portion of the Association Property, its physical condition, zoning,
2286 compliance with applicable laws, fitness for intended use, or in connection with the subdivision,
2287 sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, except as specifically
2288 set forth in this declaration.
2289

2290 Section 19. Each Homeowner is hereby notified that portions of VILLAGGIO are close to
2291 Florida's Turnpike and that the Property is in an area subject to noise generated by traffic on the
2292 Florida's Turnpike and that any costs to mitigate this noise shall be borne by the Association and not
2293 Palm Beach County.
2294

2295 Section 20. AGE RESTRICTION. In order to comply with the requirements of the Fair Housing
2296 Amendments Act of 1988 and the Rules and Regulations relating thereto and any amendments
2297 thereof (the "Act"), the Association shall ensure that the Properties have significant facilities and
2298 services specifically designed to meet the physical or social needs of persons 55 years of age or
2299 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
2310 least one person 55 years of age or older.
2311

2312 Notwithstanding the foregoing, although 20% of the homes may be occupied by persons
2313 under the age of 55 years, such 20% occupancy shall be reserved for exemptions as determined at
2314 the discretion of the Board of Directors as may be defined in the Rules & Regulations of the
2315 Association.
2316

2317 Section 21. ROAD IMPACT FEE. The Association acknowledges that the Association and Palm
2318 Beach County may enter into an agreement (the "Road Impact Fee Covenant") to adjust the amount
2319 of the Fair Share Contribution for Road Improvements Fees ("Impact Fee"), premised upon
2320 adherence to the applicable exemption requirements set forth in the Act. In the event the Association
2321 converts to a non age restricted community in the future and/or fails to meet the requirements of the
2322 Act, then additional road impact fees based on a more intense use shall become due and owing by
2323 the Association to the County as set forth in the Road Impact Fee Covenant.
2324

2325 Section 22. ASSOCIATION AS ATTORNEY-IN-FACT. Each Owner, by reason of having
2326 acquired ownership of a Lot, whether by purchase, gift, operation of law or otherwise, and each
2327 occupant of a Home, by reason of his or her occupancy, is hereby declared to have acknowledged

2328 and agreed to his or her automatic consent to any rezoning, replatting, covenant in lieu of unity of
2329 title, change, addition or deletion made in, on or to VILLAGGIO (hereinafter, collectively,
2330 “Modifications”) and, in respect thereto, each Owner of a Lot and occupant of a Home hereby
2331 designates the Association to act as agent and attorney-in-fact on behalf of such Owner or occupant
2332 to consent to any such Modification. If requested, each Owner shall evidence his consent to a
2333 Modification in writing (provided, however, that any refusal to give such written consent shall not
2334 obviate the automatic effect of this provision). Further, each Owner, by reason of acceptance to such
2335 Owner’s Lot, hereby agrees to execute, at the request of the Association, any document and/or
2336 consent which may be required by any government agency to allow the Association and/or its
2337 affiliates to complete the plan of development of VILLAGGIO, as such plan may be hereafter
2338 amended, and each such Owner hereby further appoints the Association as such Owner’s agent and
2339 attorney-in-fact to execute, on behalf and in the name of each such Owner, any and all of such
2340 documents and/or consents. This power of attorney is irrevocable and is coupled with an interest.

2341
2342 Section 23. NOISE. Each homeowner is hereby notified that portions of the community abut and
2343 may be adjacent to Florida’s Turnpike, Lyons Road and/or Hypoluxo Road and that the community
2344 is in an area subject to noise generated by traffic on the foregoing roads. Any costs to mitigate this
2345 noise shall be borne by the Association and not Palm Beach County. Certain locations within the
2346 community may be more susceptible than other locations to noise emanating from such roads or
2347 from other locations or noise generated from equipment located adjacent to any homes or any
2348 community facilities such as the clubhouse, swimming pool, air conditioning and mechanical
2349 facilities serving any homes or facilities within the community.

2350
2351
2352
2353 IN WITNESS WHEREOF, this Declaration has been signed by the Association on
2354 the respective dates set forth below.