



**HOMEOWNERS ASSOCIATION**

# **RULES & REGULATIONS**



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## **1.0 PURPOSE**

All common areas and facilities of Villaggio are available to all members of the Villaggio Homeowners Association in good standing and their guests or authorized tenants. These Rules and Regulations govern the use of the common facilities for the enjoyment and benefit of all.

In accordance with the Declaration of Covenants, Conditions, Restrictions and Easements for Villaggio at Villages of Windsor (DOCs), and specifically Article IX, Section 15 therein; the HOA Board of Directors has the right to promulgate and impose rules for the use of all Association Property and common areas.

All Owners (Members), their family members, guests, lessees, agents, staff, contractors, service providers and invitees, are governed by the Declaration of Covenants, Conditions, Restrictions and Easements. Included throughout the DOCs are rules, restrictions, requirements and limitations on homeowners, and their guests, for the use of homeowner property including the exteriors of their lot, and all common property, including but not limited to the common facilities and common land.

Members are advised that additional rules, requirements and expectations are included in the Declaration of Covenants, Conditions, Restrictions and Easements for Villaggio at Villages of Windsor, and are not waived by their omission herein.

The rules and requirements of the Architectural Review Committee are incorporated by reference and apply to all members.

The rules and regulations relating to property transfers (sales and leases) are incorporated by reference and apply to all members.

## **2.0 AUTHORITIES:**

The Board of Directors designates the General Manager or equivalent to implement all policies, procedures, rules and regulations as approved by the Board and or included in our documents. The General Manager or equivalent shall take appropriate action to assure that all residents are in compliance. Violations of policies, rules, regulations or restrictions contained herein or included in the Declaration of Covenants will be grounds for fines and loss of use rights to common areas of the property per the provisions of FS 720.305, and our documents as implemented by the General Manager.

In addition to all rules and restrictions contained herein, there are other restrictions included in the Declaration of Covenants, Easements and Restrictions that you are bound by as an owner in Villaggio.

Additionally, all laws, ordinances and codes that pertain to the United States, the State of Florida, Palm Beach County and the unincorporated areas of Lake Worth, are recognized as being applicable to members of Villaggio and therefore, by reference, are included in Villaggio's Rules and Regulations and shall be enforceable by the General Manager. Any resident who willfully violates any of the aforementioned, with documentation implicating the resident, will be considered in violation of the Rules & Regulations of Villaggio and be subject to Villaggio enforcement policies regardless of whether or not enforcement takes place from an outside authority.

2.1 Florida Statue 720 and any revisions thereto.

- 2.2 Declaration of Covenants, Conditions, Restrictions and Easements for Villaggio at Villages of Windsor: Article IX; Section 15, Rules and Regulations and other document Articles and Sections.
- 2.3 Bylaws and Articles of Incorporation of Villaggio at Villages of Windsor Homeowners Association, Policies and rules adopted by the HOA Board of Directors.
- 2.4 ARC Rules as may be amended.

### **3.0 GENERAL**

Clubs, charitable organizations and other authorized entities shall follow all the rules established herein. To schedule use the Social Hall, Arts and Crafts room, Meeting Room, Cafe and other areas, you must apply to the General Manager or equivalent.

- 3.1 All residents and their family and guests who participate in any HOA-related on-site activity or function in the HOA facilities, including exercise classes, do so at their own risk, and further indemnify, release and hold harmless the Association and its employees, agents and assignees, and expressly assume all risks incident thereto.
- 3.2 HOA facilities may be used by a Villaggio chartered group, association, society, club, charitable, fraternal, social organization, with the express written consent of the General Manager or equivalent. HOA facilities shall not be used for any religious services, ceremonies or rites. HOA facilities shall not be used for private parties, functions or events. Commercial activity in and on Villaggio common property is not authorized, with the exception of Villaggio contracted operations. Upon written request, and with the approval of the HOA, the General Manager or equivalent may authorize charitable organizations and official clubs to engage in activities that support their goals.
- 3.3 Smoke-Free Facilities: All Common facilities, buildings, recreational areas, including areas adjacent to the entries, fenced-in pool area, indoor and outdoor bathrooms, tennis and Bocce courts are smoke-free facilities. Smoking is only permitted within ten feet of a smoking urn(s), which are located behind the fenced-in pool area and in the designated areas where a smoking urn(s) are provided.
- 3.4 Residents have the right to participate in all social events. The number of persons using any of the HOA facilities at a given time shall be limited by the Fire Department rules and regulations, or as further specified within these rules, with further restrictions that may be imposed by the General Manager or equivalent.
- 3.5 No signs may be erected or posted on HOA facilities, nor may any advertising leaflets, papers or written matter be distributed within the HOA facilities without the express consent of the General Manager or equivalent.
- 3.6 Mailboxes: No notices, advertisements or flyers from individuals, clubs, groups, or associations, are permitted either inside or secured to the outside of a resident mailbox.
- 3.7 Resident garbage is collected on a schedule provided by Solid Waste Authority of Palm Beach County (PBC). Currently, pick up is scheduled for Wednesday and Saturday.

Wednesday has two pick up runs: Trash and yard. Saturday has two pick up runs: Trash and recyclables.\*

\* Trash must be placed in trash containers no larger than fifty (50) gallon capacity. Trash (with lids fixed in place) and yard debris shall be placed at curbside immediately adjacent to either side of the homeowner's driveway no earlier than the night prior to scheduled pick up. Sealed black plastic bags may be used for disposal of yard trash only, which is also put at curbside no earlier than Tuesday

evening (5:00PM) for pickup on Wednesdays. For more information on the PBC trash program, including details of the recycle program, see:

[http://www.swa.org/site/collection\\_service/Service\\_Guidelines/service\\_guidelines.htm](http://www.swa.org/site/collection_service/Service_Guidelines/service_guidelines.htm)

All landscape debris created by your private contract company must be removed at the time of service.

- 3.8 Residents are prohibited from bringing or permitting pets and animals from entering HOA facilities, including all open area courts, pools, pool decks and any enclosed area belonging to the HOA. Note: Exceptions are certified service animals, or as permitted by applicable law.
- 3.9 Feeding Birds and other Animals – The use of bird/animal feeders whether filled or not, or other ways of providing food for birds or other animals is prohibited.
- 3.10 Bicycle racks are provided in front of the Clubhouse and the Fitness Center for temporary storage of bicycles. Bicycles are not permitted in the Clubhouse, Fitness Center, or on the outdoor pool deck.
- 3.11 Parking:
  - A. No street parking is permitted between the hours of 2:00 a.m. and 5:00 a.m. anywhere on Villaggio property. Note: Homeowners who have special circumstances may request written permission from our General Manager (48 hours advance written request) to park overnight on the correct side of the street. Homeowners may request written permission from our General Manager (48 hours advance written request) to park overnight at the Fitness Center of Clubhouse parking lot.
  - B. Parking is restricted to the odd/even numbered side of the street based on the odd or even month. The homeowner is responsible for their guests/visitors, including contractors that do not require parking directly in front of a house due to accessibility of equipment\*. Note: Villaggio residents with bar codes, are responsible regardless of where they park. Blocking of mailboxes should be avoided so as not to impede mail delivery. Illegally parked vehicles are subject to tow by a contract service.
  - C. Parking in cul de sacs (as defined by the curve at the end of the street) is specifically permitted, subject to the restrictions in 3.11 A, regardless of the month, however there shall be no parking on the inside lanes of any cul de sac. Parking is not permitted on Furini Street.
  - D. Commercial vehicles shall not park on curves of roads as they represent a clear danger.
  - E. Vehicles, when parked on the driveway, may not extend into or block the sidewalk.
  - F. Vehicles with signage, inclusive of but not limited to company name, or other commercial text, graphics, colors or attachments to the vehicle of a commercial nature are not permitted to be parked on a driveway or the street irrespective of whether such signage is permanently affixed, except when providing services to the home.

\* It may be necessary for certain service contractors, due to the necessity of accessing equipment on their vehicles, to park temporarily on the incorrect side of the street. This should only be done for the minimum time required and then moved to the correct side of the street. A service vehicle is not allowed to park, regardless of necessity, in such a manner as to create a single lane passage between their vehicle and a correctly parked vehicle on the opposite side of the street.

- 3.12 Containers of any type (such as PODs or construction trash containers) are not permitted on the street or an owner's driveway. Exception will be made for a container to be on an owner's driveway for construction activity or removal and storage of household items while work is being performed in the home, but only upon application and approval by the General Manager. If a container is necessary for a project approved by the ARC, an application must also be submitted to the General Manager prior to use of a container. (Approval of an ARC project is NOT approval to use a container.)

Applications must be submitted prior to the commencement of construction or other interior work. Applications are available in the clubhouse and on the Villaggio website. Please note that the approval contains restrictions, but not limited to the following: time limit, placement of the container, emptying of a construction trash container when full, cleanliness of the area, and damage that may be caused to common property during the delivery or removal of the container.

- 3.13 Owners who have arranged for pick up of items for donation and may place them at curbside on the scheduled day, but must clearly mark the items FOR PICK UP and include the DAY.
- 3.14 Residents and guests must obey all posted signs not limited to stop signs, stripping, speed signs, and any temporary sign or barriers as may be placed from time to time.
- 3.15 Storm shutters are for protection against weather related elements and cannot be closed or applied, even on a temporary basis, until there is an officially declared storm event that is anticipated to impact our geographical area. Furthermore, shutters may only be applied or closed from three (3) days prior to the storm and must be removed or opened within three (3) days after the storm has passed.
- 3.16 Owners and their guests shall not interfere with HOA contractors while performing their contractual responsibilities.
- 3.17 All individuals using HOA facilities shall conduct themselves in a courteous and respectful manner.
- 3.18 Access to the property including but not limited to pedestrian gates, fitness center, pool, and clubhouse is controlled by an access card or key fob. It is prohibited for an owner to grant access to someone who is not a resident or guest of that resident.

## **4.0 VILLAGGIO CLUBHOUSE**

### **4.1 General**

- 4.1.1 Cover-ups are required for all swimsuits; Men are required to wear shirts, and all persons are required to wear shoes when in the building or café areas. Dripping bathing attire is prohibited in any building or café area (except for poolside lavatories).
- 4.1.2 Food is not permitted anywhere inside the Clubhouse, with the exception of the Café and the Café extension. Food may be permitted in the social hall at functions or activities approved by the General Manager or equivalent. Beverages are permitted in the card rooms and are limited to water, coffee, tea and soft drinks in bottles or other containers with secure caps.

- 4.1.3 Alcoholic beverages are permitted on a BYOB (Bring Your Own Bottle) basis only at functions or events approved by the General Manager or equivalent, however at no time will glass be permitted on the pool deck. The sale of alcoholic beverages at approved functions or events on HOA property is subject to specific approval by the General Manager or equivalent.
- 4.1.4 Wearing of shorts is not permitted for the HOA Winter show series.
- 4.1.5 No outside doors shall be opened except for egress, nor shall doors be prevented from closing. Thermostats in the facilities may only be adjusted by authorized staff members. All requests to adjust thermostats should be directed to personnel at the front desk when on duty.
- 4.1.6 Residents are prohibited from moving chairs or tables (except folding bridge tables). If folding bridge tables and or folding chairs are moved, they must be promptly returned after their use.
- 4.1.7 The use of any table under the gazebos in the pool area for card playing, mah-jongg or other games is prohibited. Areas under the portico outside the card rooms have been set aside for this purpose, except for those tables designated for the Café.
- 4.1.8 Residents attending events in an HOA facility are required to abide by fire regulations; specifically the limit on the number of persons, and not blocking egress lanes. There shall be no movement of seats from their designated position as placed by the clubhouse staff. Staff and trained volunteers will act as crowd control officers to assist in seating and ensure compliance. Any person who blocks an exit will be subject to enforcement actions to the fullest extent of the R&R and applicable laws.

## **4.2 Billiards Room**

- 4.2.1 No one under the age of fourteen (14) is allowed in the billiards room without the supervision of a responsible adult resident.
- 4.2.2 Sitting or leaning on billiards tables is prohibited unless in the activity of playing.
- 4.2.3 When tables are fully occupied and others are waiting, playing time is limited to one hour.

## **4.3 Pool and Spa**

- 4.3.1 Food and drink at the outdoor pool are permitted only within the Cafe's portico. (This excludes food and drink served at community functions sponsored by the HOA.) Glass in any form is specifically prohibited on the entire pool deck area.
- 4.3.2 Children under the age of twelve (12) using the outdoor pool must be accompanied and supervised by an adult over the age of twenty-one (21).
- 4.3.3 Children under the age of twelve (12) are not permitted in the spa. Children between the ages of twelve (12) and sixteen (16) must be accompanied and supervised by an adult over the age of twenty-one (21).
- 4.3.4 Individuals wearing diapers must use watertight "swimmies." Uncovered children, cloth diapers and/or paper diapers are not allowed in the swimming pool. Members are financially responsible for any accidents that require cleaning up toxins in the pool.



- 4.3.5 Nude bathing and topless female swimming and sunbathing are prohibited.
- 4.3.6 Running on the pool decks and jumping or diving into the pools is prohibited. Climbing on the center island in the outdoor pool is prohibited.
- 4.3.7 Furniture may not be “saved” or “reserved” for persons not at the pool.
- 4.3.8 Outdoor pool/spa hours are dawn to dusk. The pool/spa may be closed during normal hours for maintenance. Signs will be posted.
- 4.3.9 Life vests, water wings and noodles are approved for use in the pool. Rafts, inflatables and flotation devices are prohibited in the pool.
- 4.3.10 Throwing objects, e.g. balls, Frisbees, etc., in or around the pool area is prohibited. The use of water guns is prohibited.
- 4.3.11 Placing objects that present a danger or impediment in front of pool steps or ladders is prohibited.
- 4.3.12 Organized water sports must be approved by the General Manager or equivalent.

#### **4.4 Card and Game Rooms**

- 4.4.1 Doors (interior and exterior) shall not be propped open.
- 4.4.2 Non-resident guests may participate in games, however each table shall be limited to no more than 25.0% participation of non-resident players
- 4.4.3 Cell phones and other electronic devices must be muted. Persons should excuse themselves and leave the area to engage in phone or other distracting activity.

### **5.0 Fitness Center and Accompanying Venues**

#### **5.1 Fitness Center**

- 5.1.1 The fitness center, including all accompanying areas, is restricted to resident use until 11:00 AM. Guests, when accompanied by residents, are welcome to use the fitness center and accompanying venues after 11:00AM.
- 5.1.2 Children between the ages of twelve (12) and sixteen (16) must be accompanied by an owner. Children under twelve (12) years of age are not allowed in the Fitness Center.
- 5.1.3 Loose fitting footwear such as Flip-flops and sandals are prohibited.
- 5.1.4 Equipment use is limited to thirty (30) minutes per person per machine unless there are unused (similar) machines and no one is waiting\*. Anyone using a machine for more than thirty (30) minutes must immediately cede it to a waiting person if no other similar and operating machines are available. Do not place any item to obscure the view of the timers on these devices.

\* To establish a waiting list, use the white marker board located on the table by the windows under the TVs in order to establish a waiting list (if necessary) for the **Treadmills, Ellipticals, or Bike** equipment.

- 5.1.5 TVs in the Fitness Center are provided for the viewing pleasure of those who wish to watch them. TV programs will be set to pre-established popular channels or as mutually decided. Do not change the channel on any TV unless consent is given by those already watching. TV audio is provided on select exercise machines via a machine-mounted receiver and is accessed using headphones only. The audio volume on any TV is not to be turned on by use of the remote controls or the controls on the TV at any time. TVs are not to be rotated on their mounting for any reason.
- 5.1.6 Equipment and machines must be wiped down by the user with moistened wipes provided after the individual completes use of the machine or piece of equipment.
- 5.1.7 The community has engaged in an exclusive contract with the Fitness Contractor. No person may conduct lessons to groups of individuals at any time. Note: A resident may engage a private personal trainer, who may provide instruction to that individual within the approved timeframes, and subject to the liability insurance requirements. Instructional classes for the operation and use of machinery are available monthly. All machinery must be used according to the operational instructions.
- 5.1.8 Cell phones and other electronic devices must be muted. Persons should excuse themselves and leave the area to engage in phone or other distracting activity.

**NOTES:**

Report malfunctioning equipment to the General Manager.  
Personal towels are recommended for your comfort.

**5.2 Indoor Swimming Pools, SPA and Steam Rooms**

- 5.2.1 All persons must shower before entering the pools or spa.
- 5.2.2 No food, or drinks in glass containers is allowed at the indoor pool.
- 5.2.3 Children under the age of twelve (12) using the indoor pool must be accompanied and supervised by an adult over the age of twenty-one (21).
- 5.2.4 Children under the age of twelve (12) are not permitted in the spa. Children between the ages of twelve (12) and sixteen (16) must be accompanied and supervised by an adult over the age of twenty-one (21).
- 5.2.5 Individuals wearing diapers must use watertight “swimmies.” Uncovered children, cloth diapers and/or paper diapers are not allowed in the swimming pool. Members are financially responsible for any accidents that require cleaning up toxins in the pool.
- 5.2.6 Nude bathing and topless female swimming is prohibited.
- 5.2.7 Running on the pool decks and jumping or diving into the pools is prohibited.
- 5.2.8 Life vests, water wings and noodles are approved for use in the pool. Rafts, inflatable and flotation devices are prohibited in the pool.

- 5.2.9 Throwing objects, e.g. balls, Frisbees, etc., in or around the pool area is prohibited. The use of water guns is prohibited.
- 5.2.10 Placing objects that present a danger or impediment in front of pool steps or ladders is prohibited.
- 5.2.11 Organized water sports must be approved by the General Manager or equivalent.
- 5.2.12 Use of the indoor pool for swimming laps shall be restricted to the designated lap lane. No lap swimming is allowed when the pool is occupied for authorized classes.

### **5.3 Tennis Courts General**

- 5.3.1 Failure to comply with any of the rules below may result in the loss of tennis privileges, as determined by the Tennis Director.
- 5.3.2 Proper etiquette, language, and behavior must be practiced at all times.
- 5.3.3 Prime time is designated in time blocks as follows: 7:30 to 9:00AM; 9:00 to 10:30 AM; and 10:30 to noon. Be courteous and wait until the previous group's time has expired before entering the court. Extend the courtesy of permitting the server to complete his (or her) service game.
- 5.3.4 Guests are not allowed on the courts before 11:00 AM. Only one guest per resident is permitted. (If one guest is playing there must be one resident playing. If two guests are playing there must be two residents playing.) The above is always at the discretion of the Tennis Director.
- 5.3.5 Players are responsible for fulfilling their reservations. It is the responsibility of anyone in a group for whom the reservation was made to inform the Tennis Director within a reasonable time that the reserved court(s) will not be used so alternate arrangements can be made. Additionally, if a player or players in a group for whom the court(s) were reserved will not play rendering the court(s) under-utilized to the exclusion of others, it is the responsibility of anyone in the group for whom the reservation was made to inform the Tennis Director within a reasonable time so alternate arrangements can be made. If this is not done, the group or the player(s) as applicable may lose their reservation privileges at the sole discretion of the Tennis Director.
- 5.3.6 The community has engaged in an exclusive contract with the Tennis Director. No other person may conduct lessons to groups of individuals at any time. Note: A resident may engage a private instructor, who may provide instruction to that individual within the approved timeframes.
- 5.3.7 The Tennis Director shall have Court No. 1 as his (or her) Pro Court. It is available to residents only when released by the Tennis Director.
- 5.3.8 Additional rules may be posted at the venue site and are applicable in addition to the rules stated herein.

#### **5.4 Racquetball court**

- 5.4.1 Guests are not allowed on the courts before 11:00 AM. Only one guest per resident is permitted. (If one guest is playing there must be one resident playing. If two guests are playing there must be two residents playing.)
- 5.4.2 No one is allowed on the court under age twelve (12).
- 5.4.3 Equipment: Athletic shoes with light-colored or gum soles ONLY
- 5.4.4 No one may enter the court while play is in progress.
- 5.4.5 No more than four (4) players on the court.
- 5.4.6 Door should be closed at all times for temperature control.

#### **5.5 Aerobics room**

- 5.5.1 The Aerobics Room is used primarily by the fitness instructor for organized activities and by approved fitness clubs. No other use is permitted without the consent of the General Manager or equivalent.

#### **5.6 Bocce Courts**

- 5.6.1 Failure to comply with any of the rules below may result in the loss of Bocce privileges, as determined by the General Manager.
- 5.6.2 Proper etiquette, language, and behavior must be practiced at all times.
- 5.6.3 Extend the courtesy of waiting until the previous group's game has finished before entering a court and permitting those playing to complete their game if time permits.
- 5.6.4 No one under the age of 12 is allowed on the courts.
- 5.6.5 Guests are not allowed on the courts during organized or tournament games.\* Only one guest per resident is permitted. (If one guest is playing there must be one resident playing. If two guests are playing there must be two residents playing.) If, however, the courts are not being used, only one resident is required per three guests subject to the request of residents without guests desirous of court use. Requests made by residents without guests for adherence to this rule must be followed by residents with guests.

\* Organized and tournament games will be posted on the Bocce website page and at the courts.

- 5.6.6 Players are responsible for sweeping the courts after play, and returning the Bocce Ball Bags to the secure Fitness Center cabinet, behind the front desk. Each Bocce Ball Bag should contain two sets of four (4) colored Bocce balls and one (1) small Pallino ball.
- 5.6.7 Players are responsible for removing any bottles or trash brought to the courts.
- 5.6.8 Additional rules may be posted at the venue site and are applicable in addition to the rules stated herein.

## **APPENDIX A**

The latest revision of the ARC Rules, Standards and Procedures (and Application Form) is available in the clubhouse (HOA Information Holder in the lobby entrance or from the Assistant General Manager), and is also available on the Villaggio website: [www.myvillaggiohoa.com](http://www.myvillaggiohoa.com) (Main Menu; FORMS). Always ascertain that you are using the latest revision.

## **APPENDIX B**

### **VILLAGGIO SALES/RENTAL REGULATIONS**

#### **SALES or TRANSFERS of TITLE**

1. Sellers must be current with all maintenance and assessments prior to any sale or transfer being finalized. All past debts, obligations, fines and assessments must be satisfied on or before closing.
2. Buyers will submit completed application (Annex 1) (if not completed it will not be processed and will be returned) and an application fee of \$200.00, payable to Villaggio Homeowners Association (HOA) (to cover cost of credit and background check, management company processing fees and any other costs) to the Management Company prior to an executed sale or transfer. Such application will include affidavit for age and authorization to conduct credit and background check.
3. Once the application has been properly filed with the management company, the HOA will have fifteen (15) business days to approve the sale or transfer of a home, and such approval shall be in writing and in recordable form, signed by any two (2) officers of the HOA and shall be sent to the current homeowner and agent working on the current homeowner's behalf. If the HOA does not make a final rendering regarding the sale or transfer of a home within the fifteen (15) business day period, then the sale or transfer of a home shall be deemed approved. Applications that are rejected will be returned to the homeowner.
4. Seller must supply Purchaser with copies of the current Villaggio documents, two magnet or FOB access cards, two café cards, and the binder of Association Documents, Rules and Regulations.
5. A staff member and a Welcome Committee member will meet with the new owner to ensure that they have all the current documents for the community and an introduction to the community.
6. The purchaser of a home may not lease/rent their property for a period of one year after the date of transfer of title.
7. Homeowners allowing others to reside in their property (without the homeowners present) for more than thirty (30) days shall complete an affidavit (Annex 2-Tab a) stating such.
8. The Board of Directors shall have the right to make hardship exceptions to any of these Rules and Regulations. These would be decided confidentially and on a case-by-case basis.

## **LEASE/RENTAL**

1. The homeowner must be current with all maintenance and assessments prior to approval of any lease. All past debts, obligations, fines and assessments must be satisfied on or before an application will be processed.
2. Homeowner is responsible to notify the Management Company of all impending or current rental/lease activity. Failure to do so is considered a violation and may result in fines and/or other consequences.
3. Homeowner (not lessee) will submit completed application (Annex 2) and application fee of \$200.00, payable to Villaggio HOA, to the management company prior to the execution of a lease. Such application will include affidavit for age and authorization to conduct background check by an independent agency. Note: At least one person on the lease must reside in the home for the entire lease period.
4. The Association will have fifteen (15) business days to approve any lease of a home and such approval shall be in writing and in recordable form, signed by any two (2) officers of the HOA and shall be issued to the homeowner. If the HOA does not make a final rendering regarding the lease of a home within the fifteen (15) business day period, then the lease of a home shall be deemed approved. Applications that are rejected will be returned to the homeowner.
5. Upon execution of an approved lease, the required security deposit of \$1,500.00, payable to Villaggio HOA must be submitted to the Management Company. Upon termination or expiration of the lease and affirmation that no damage has been done to HOA property, application should be made to the Management Company for return of security deposit.
6. No occupancy that would exceed the applicable zoning restrictions will be permitted.
7. Homeowners allowing other family members to reside in their property (without the homeowners present) for more than thirty (30) days shall complete an affidavit (Annex 2-Tab a) stating such.
8. Anyone residing in the community, without the owner being present, for thirty (30) days or more is required to complete rental/lease application, whether or not money is exchanged and is required to pay an application fee of \$200.00.
9. No sublets will be permitted under any circumstances
10. Owner must supply Lessee with copies of the current Villaggio Documents and rules and regulations.
11. A staff member and a Welcome Committee member will meet with the new lessee to ensure that they have all the current documents for the community and an introduction to the community.
12. Approved renters will be permitted to use all facilities but will not have resident voting rights.
13. Homeowners retain their right to vote, but waive their rights to use common facilities for the duration of the lease period.

14. A property may be leased one time within a twelve-month period beginning with the date of the lease. Maximum length of lease will be one year and subject to review before renewal.

15. The Board of Directors shall have the right to make hardship exceptions to any of these rules and regulations. These would be decided confidentially and on a case-by-case basis.



## **ANNEX 1**

***Villaggio at Villages of Windsor Homeowners Association, Inc.  
c/o G.R.S. Management Associates, Inc.  
3900 Woodlake Blvd, Suite 309  
Lake Worth, Florida 33463  
561-641-8554  
Fax: 561-641-9448***

### **INSTRUCTIONS FOR APPLICATION FOR SALE OR TRANSFER OF TITLE**

The following items are required for the processing of any sale or transfer of title application.

1. Complete and sign application. Application will not be processed until complete.
2. Attach a \$200 non-refundable application fee, made payable to Villaggio HOA.
3. Completion of an age verification affidavit stating that at least one of the proposed occupants will be at least age fifty five (55) or older. Please note that no one under the age of 19 is permitted to reside for longer than sixty (60) days per calendar year.
4. Completion of Future Owner/Lessee Information Sheet (annex 1–Tab A)

**ANNEX 2**  
**APPLICATION FOR SALE OR TRANSFER**

Please fill in all blanks (type or print)

To: **Villaggio at Villages of Windsor**  
**Homeowners Association, Inc.**  
**c/o GRS Management Associates, Inc.**  
3900 Woodlake Blvd, Suite 309  
Lake Worth, Florida 33463

Nature of transaction: \_\_\_\_\_  
Applicant(s) \_\_\_\_\_  
Date of Birth(s): \_\_\_\_\_  
Name of current owner: \_\_\_\_\_  
Lot Address \_\_\_\_\_

**A. List all proposed occupants, relationships, social security numbers and felony convictions, if any**

Name	Relationship(Applicant)	Age	SS#	Felony Convictions
1. _____				
2. _____				
3. _____				
4. _____				

**B. Applicant's Current Address**

1. \_\_\_\_\_  
2. Driver's License No: \_\_\_\_\_ State \_\_\_\_\_ Telephone No \_\_\_\_\_  
3. How long have you lived at the above address? \_\_\_\_\_ If less than 12 months, please provide previous address.  
\_\_\_\_\_

**C. Business and/or Profession** \_\_\_\_\_

**D. Employer Name** \_\_\_\_\_ **Telephone No.** \_\_\_\_\_

**Address** \_\_\_\_\_

**E. Proposed animals to occupy Lot** (No breeds commonly recognized as aggressive are permitted. No more than two pets are permitted.)

Name	Type (Breed)	Age	License/Rabies #
Pet #1 _____			
Pet #2 _____			

**F. Vehicles brought onto property.** (Commercial vehicles, horse trailers, RVs, Motor homes, boat trailers etc, are not permitted to be parked on the street or driveway or on common property including parking lots but are permitted to be garaged with door closed as per Association documents)

**G. Real Estate Agent** (if any)

Name \_\_\_\_\_ License # \_\_\_\_\_  
Company \_\_\_\_\_ Telephone # \_\_\_\_\_  
Address \_\_\_\_\_

## H. Acknowledgments:

In order to facilitate consideration of my notice for lease, purchase or other transfer of a home in Villaggio at Villages of Windsor located at the above address, I/We represent that the above information provided is true and accurate. Should the above information be proven false or inaccurate, I/We understand and agree to accept that my/our application shall be automatically rejected.

I/We consent that you may make further inquiry concerning the undersigned and my/our representations, including criminal background investigations.

I/We release Villaggio at Villages of Windsor Homeowners Association, Inc. from all liability arising from the investigation of my/our background(s) and consideration of any information received.

I/We understand that the Homeowners Association, in accordance with the approved governing documents, requires a capital contribution equal to two months of the current maintenance assessment for every property sale or acquisition through other means, payable to the HOA at closing or upon issuance of Certificate of Title, whichever is earlier.

I/We understand that the governing documents of the Homeowners Association require each property to be insured in an amount not less than its full insurable value against loss or damage by fire or other hazards. Evidence of such insurance is included with this application.

I/We will not occupy the Lot, nor make any final arrangements for occupancy, until I/We am/are notified by Association that my/our application has been approved. I/We understand the Association has **fifteen (15) business days** upon receipt of a fully completed application to make such determination, as provided under Article XI of the Declaration of Covenants, Conditions, Restrictions and Easements for Villaggio at Villages of Windsor ("Declaration").

I/We understand the Association is a "Housing for Older Persons" Community and that each dwelling unit must be permanently occupied by at least one (1) resident fifty-five (55) years of age or older and, further, that children nineteen (19) years of age or younger may not occupy a dwelling unit, for a period over sixty (60) calendar days within a year, pursuant to Article XIII of the Declaration. Proof of age must be provided for each and every occupant.

If my/our application is approved, I/We agree to abide by all covenants governing the property and the Rules and Regulations, including but not limited to the following:

1. The certificate of approval by the Association will be recorded, at my/our expense, in the public records of Palm Beach County.
2. I/We shall furnish the Association with a copy of our recorded deed.
3. I/We shall abide by all terms and provisions of the recorded Declaration and the Rules and Regulations promulgated by the Association. If I/We have not been provided with a copy of the governing documents by the seller, I/We acknowledge it is my/our responsibility to request copies of these documents from the Association, subject to reasonable copying charges.

\_\_\_\_\_  
Signature of Applicant      Date

\_\_\_\_\_  
Signature of Applicant      Date

Application fee of \$200.00 is due to the HOA with all application materials. The application shall not be reviewed until all documentation has been provided.

**ANNEX 3**  
***Villaggio at Villages of Windsor Homeowners Association, Inc.***  
***c/o G.R.S. Management Associates, Inc.***  
***3900 Woodlake Blvd, Suite 309***  
***Lake Worth, Florida 33463***  
***561-641-8554***  
***Fax: 561-641-9448***

**INSTRUCTIONS FOR APPLICATION FOR LEASE**

The following items are required for the processing of any lease application including a No-Rent agreement between a homeowner and a tenant/occupant.

1. Complete and sign application. Application will not be processed until fully complete.
2. Attach a \$200 non-refundable application fee, made payable to Villaggio HOA.
3. Attach a \$1,500 security deposit, payable to Villaggio, HOA to be placed in a non-interest bearing account and refunded after the lease period has expired, subject to adjustments for any damages of common property.
4. Completion of an age verification affidavit. Please note that no one under the age of 19 is permitted to reside for longer than sixty (60) days per calendar year.
5. Homeowner is responsible to comply with all state and county statutes, including but not limited to Palm Beach County "Bed Tax" for rentals less than seven (7) months.

**ANNEX 4**  
**APPLICATION FOR LEASE**

Please fill in all blanks (type or print)

To: **Villaggio at Villages of Windsor  
Homeowners Association, Inc.  
c/o GRS Management Associates, Inc.  
3900 Woodlake Blvd, Suite 309  
Lake Worth, Florida 33463**

Nature of transaction: \_\_\_\_\_  
Applicant(s) \_\_\_\_\_  
Date of Birth(s): \_\_\_\_\_  
Name of current owner: \_\_\_\_\_  
Lot Address \_\_\_\_\_  
Duration of Lease \_\_\_\_\_

**A. List all proposed occupants, relationships, social security numbers and felony convictions, if any**

	Name	Relationship (to applicant)	Age	SS#	Felony Convictions
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____

**B. Applicant's Current Address**

1. \_\_\_\_\_  
2. Driver's License No: \_\_\_\_\_ State \_\_\_\_\_ Telephone No \_\_\_\_\_  
3. How long have you lived at the above address? \_\_\_\_\_ If less than 12 months, please provide previous address.  
\_\_\_\_\_

**C. Business and/or Profession** \_\_\_\_\_

**D. Employer Name** \_\_\_\_\_ **Telephone No.** \_\_\_\_\_  
**Address** \_\_\_\_\_

**E. Proposed animals to occupy Lot** (No breeds commonly recognized as aggressive are permitted. No more than two pets are permitted.)

	Name	Type (Breed)	Age	Weight	License/Rabies #
Pet #1	_____	_____	_____	_____	_____
Pet #2	_____	_____	_____	_____	_____

**F. Vehicles brought onto property.** (Commercial vehicles, horse trailers, RVs, Motor homes, boat trailers etc, are not permitted to be parked on the street or driveway or on common property including parking lots but are permitted to be garaged with door closed as per current documents)

**G. Real Estate Agent (if any)**

Name \_\_\_\_\_ License # \_\_\_\_\_  
Company \_\_\_\_\_ Telephone # \_\_\_\_\_  
Address \_\_\_\_\_

**H. Acknowledgments:**

In order to facilitate consideration of my notice for lease, of a home in Villaggio at Villages of Windsor located at the above address, I/We represent that the above information provided is true and accurate. Should the above information be proven false or inaccurate, I/We understand and agree to accept that my/our application shall be automatically rejected.

I/We consent that you may make further inquiry concerning the undersigned and my/our representations, including criminal background investigations.

I/We release Villaggio at Villages of Windsor Homeowners Association, Inc. from all liability arising from the investigation of my/our background(s) and consideration of any information received.

I/We will not occupy the Lot, nor make any final arrangements for occupancy, until I/We am/are notified by Association that my/our application has been approved. I/We understand the Association has **fifteen (15) business days** upon receipt of a fully completed application to make such determination, as provided under Article XI of the Declaration of Covenants, Conditions, Restrictions and Easements for Villaggio at Villages of Windsor (“Declaration”).

I/We understand that children nineteen (19) years of age or younger may not occupy a dwelling unit, for a period over sixty (60) calendar days within a year. Proof of age must be provided for each and every occupant.

If my/our application is approved, I/We agree to abide by all covenants governing the property and the Rules and Regulations, including but not limited to the following:

1. I/We shall abide by all terms and provisions of the recorded Declaration and the Rules and Regulations promulgated by the Association. If I/We have not been provided with a copy of the governing documents by the owner, I/We acknowledge it is my/our responsibility to request copies of these documents from the Association, subject to reasonable copying charges.
2. In the event I/We violate any term or provision of the recorded Declaration and the Rules and Regulations promulgated by the Association, I/We acknowledge that I/We shall be in breach of our Lease Addendum and the Association shall have the right to institute eviction proceedings against me/us, at my/our sole expense.

\_\_\_\_\_  
Signature of Applicant      Date

\_\_\_\_\_  
Signature of Applicant      Date

Application fee of \$200.00 is due to the Association with all application materials. (This fee is not applicable to lease renewals.) The application shall not be reviewed until all documentation has been provided.

## Tab A

### **VILLAGGIO HOMEOWNER'S NO-RENT LEASE AGREEMENT**

The Villaggio homeowner shall complete this form in the event that persons other than the homeowner are occupying premises at Villaggio for more than thirty (30) days without the payment of rent or a formal lease agreement.

The purpose of this requirement is to ensure that the homeowner and the occupiers are in compliance with security and legal aspects of Villaggio's Rules and Regulations and that the occupiers are afforded access to the community and its facilities in the same manner as if a lease existed.

To the Secretary Villaggio at the Villages of Windsor Homeowners Association

Premises: \_\_\_\_\_

Name of Owners: \_\_\_\_\_

Name of Occupants: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates of occupancy by other than owners: \_\_\_\_\_

In accordance with Villaggio's Rules and Regulations regarding occupancy of a Villaggio property by other than the homeowners for more than thirty (30) days; the Homeowners named above agree that the occupancy of the named residence by the named Occupants for the time period stated shall be considered in the same manner as if a lease existed; i.e. the named Homeowners will be considered as Lessor and the named Occupants will be considered as Lessee.

Signature of Homeowner(s):

\_\_\_\_\_ Date: \_\_\_\_\_

Signature of Occupant(s):

\_\_\_\_\_ Date: \_\_\_\_\_

Copy to:      General Manager  
                 Management Company – Homeowner File

## APPENDIX C

### **Enforcement Procedures**

Rules and Regulations adopted by the HOA as well as rules and requirements included in the Villaggio Covenants (Documents) are obligations applicable to each owner. In Villaggio, the violation of a Rule, Regulation or the requirements included in the Covenants have consequences. Consequences are designed to ensure compliance with the Community standards for responsibility, action and behavior.

Throughout the process of identification of violations, and enforcement of the Regulations and Document requirements, it is the intent of the HOA to avoid confrontation between residents. While there are many individuals who may become involved in the enforcement process, collectively their goal is to act responsibly and in the best interest of the community. The General Manager or designee(s) is primarily responsible for enforcement.

All Rules and Regulations, ARC and Covenant requirements apply equally to all owners, residents, guests and invitees. In October 2007, the HOA Board of Directors first informed the Community of the procedures for implementing enforcement of Community rules. Since then there have been numerous Villaggio Voice articles, email and hard copy reminders, clarification and restatement of these requirements. The objective of the Board through its General Manager is to enforce all the rules all the time without any differentiation based upon the person or persons involved.

#### **Procedure:**

Enforcement begins with identification of an apparent violation. Any resident, staff member, contract security agent or the General Manager can observe, document and report the violation. The conduit for reporting is the General Manager at 561-964-3063, [propmgrvillaggio@comcast.net](mailto:propmgrvillaggio@comcast.net)

The General Manager will determine if a violation exists and notify the owner. The owner will receive a call, visit, email or letter from the General Manager depending on the nature of the violation. The goal is for the owner to quickly comply with the stated rule or requirement. In some cases a WARNING letter (first Notice of Violation) is issued, which will identify the violation and grant the owner time to remove the violation. Some violations warrant an immediate Notice of Violation due to the immediacy of the violation where a warning has no meaning, e.g., parking, or as a result of numerous and repeated prior notices of certain violations such as untimely placement of trash or landscape debris, which will set a date and time for a hearing before the Violation Hearing Committee and identify proposed consequences (fines and or other options).

**Once a Notice of Violation is issued, a hearing scheduled, and the matter is in the hands of the Violation Hearing Committee.** The Committee will conduct a hearing, evaluate information available, including but not limited to pictures, statements and information provided by the owner. After the hearing the Committee will vote on the proposed consequences. The Committee will determine, by majority vote, if the actions recommended by the General Manager are approved. Actions, which are not approved, may not be implemented. The Committee notifies the General Manager, who will notify the owner and where appropriate the management company and or others to implement the approved consequences. Fines will be posted to the owner's account at the management company and appear on subsequent statements.

#### **References:**

Declaration of Covenants for Villaggio at Villages of Windsor, Inc.  
Villaggio Homeowners Association Rules and Regulations  
ARC Rules and Regulations  
Sales and Rental Regulations Rules and requirements