



**AMENDED AND RESTATED ARTICLES OF INCORPORATION**

**OF**

**VILLAGGIO RESERVE HOMEOWNERS ASSOCIATION, INC.**

**(A Florida Corporation Not For Profit)**

The undersigned Incorporator, being a natural person competent to contract for the purpose of forming a corporation not for profit under the laws of the State of Florida, pursuant to Article XIII B. of the Articles of Incorporation of the Villaggio Reserve Homeowners Association, Inc., filed with the Secretary of State on Dec. 9, 2013 and recorded in Official Records Book 26925 at Page 790 et, seq. of the Public Records of Palm Beach County, Florida, does hereby adopt, subscribe and acknowledge the following Amended and Restated Articles of Incorporation:

In order to form a corporation not for profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned hereby incorporates the corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certify as follows:

**ARTICLE I**  
**DEFINITIONS**

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Additional Plat" means the plat of any "Additional Property" (as defined in the Declaration), provided a Supplemental Declaration for such Additional Property is recorded amongst the Public Records of the County.
2. "Ancillary Plat" means the plat of any portion of the Property which has not been previously platted, and for which a Supplemental Declaration(s) has been recorded with respect to such property.
3. "Articles" means these Articles of Incorporation and any amendments hereto.
4. "Assessments" means the assessments for which all Owner are obligated to the Association and includes "Individual Lot Assessments" (including Villa Assessments and Single Family Home Assessments as applicable) and "Special Assessments" (as such terms are defined in the Declaration) and any and all other assessments which are levied by the Association in accordance with the Villaggio Reserve Documents.
5. "Association" means the VILLAGGIO RESERVE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit.
6. "Association Property" means the property more particularly described in Article II of the Declaration.
7. "Board" means the Board of Directors of the Association.

8. "Bylaws" means the bylaws of the Association and any amendments thereto.
9. "County" means Palm Beach County, Florida.
10. "Declaration" means the Declaration of Covenants, Restrictions and Easements for Villaggio Reserve, which is intended to be recorded amongst the Public Records of the County, and any amendments and Supplemental Declarations thereto.
11. "Director" means a member of the Board.
12. "Home" means a residential dwelling unit constructed within Villaggio Reserve, which is designed and intended for use and occupancy as a single-family residence. A Home may be an attached Villa, Patio Villa or single family home.
13. "Lot" means and refers to any parcel of land within Villaggio Reserve as shown on the Plat or any "additional Plat." (as such term is defined in the Declaration) upon which a Home is permitted to be constructed, together with the improvements thereon and any portion of the land within Villaggio Reserve that is declared to be a Lot by a supplemental Declaration and is not subsequently withdrawn from the provisions of the Declaration by a Supplemental Declaration.
14. "Member" means a member of the Association.
15. "Operating Expenses" means the expenses for which owners are liable to the Association as described in the Villaggio Reserve Documents and includes, but is not limited to the costs and expenses incurred by the Association in administering, operating, maintaining, financing, or repairing, replacing or improving, but not reconstructing, the Association Property or any portion thereof and improvements thereon, and all costs and expenses incurred by the Association in carrying out its powers and duties as set forth in the Villaggio Reserve Documents.
16. "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within Villaggio Reserve, but excluding therefrom those having such interest as security for the performance of an obligation.
17. "Plat" shall mean the plat or plat's of the Property (as defined in the Villaggio Reserve Documents) recorded or to be recorded in the Public Records of Palm Beach County, Florida. In the event an Additional Plat or Ancillary Plat is recorded in the Public Records of the County, then the term "Plat" as used herein shall also mean such Ancillary or Additional Plat and any Replat.
18. "Replat" means the replat, if any, of any portion of the Property for which a plat is recorded.
19. "Supplemental Declaration" means any instrument executed by Declarant with respect to the Additional Property, if any (provided Declarant is the owner thereof), which, when recorded in the Public Records of the County, shall commit such property to the provisions of the Declaration. A Supplemental Declaration may also add additional restrictions, declare certain properties to be or not to be Association Property, or withdraw properties from the Property and the provisions of the Declaration. A Supplemental Declaration may also withdraw portions of the Property from the provisions of the Declaration provided any such Supplemental Declaration is approved by the Palm Beach County Attorney's Office.

20. "Villaggio Reserve" means the planned residential development located in Palm Beach County, Florida, which encompasses the Property and is intended to comprise not more than five hundred sixteen (516) Homes, and the Association Property.

21. "Villaggio Reserve Documents" means, in the aggregate, the Declaration, these Articles, the Bylaws, the Association's Rules and Regulations as may be amended from time to time, the Plat and any Ancillary Plat, Replat or Additional Plat, and all of the instruments and documents referred to or incorporated therein including, but not limited to, any amendment(s) and Supplemental Declaration(s).

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Articles.

**ARTICLE II**  
**NAME**

The name of this corporation shall be VILLAGGIO RESERVE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, whose principal address and mailing address is 7942 Via Lampione, Delray Beach, Florida 33446.

**ARTICLE III**  
**PURPOSES**

The purpose for which the Association is organized is to take title to, operate, administer, manage, lease and maintain the Association Property in accordance with the terms of, and purposes set forth in, the Villaggio Reserve Documents and to carry out the covenants and enforce the provisions of the Villaggio Reserve Documents, all such actions shall be subject to Florida Statutes Chapters 617 and 720 as same may be amended from time to time.

**ARTICLE IV**  
**POWERS**

The Association shall have the following powers and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of the State of Florida as such laws may be amended from time to time.

B. The Association shall have all of the powers granted to the Association in the Villaggio Reserve Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into the Articles.

C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Villaggio Reserve Documents.
2. To make, establish, amend and enforce reasonable rules and regulations governing the use of the Association Property and the use of individual Homes and Lots.
3. To make, levy and collect "Assessments" (as defined in the Declaration) for the purpose of obtaining funds from the Owners to pay Operating Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments, if any in the exercise of the powers and duties of the Association.
4. To assess and collect Working Capital Contributions in accordance with the Declaration.
5. To maintain, repair, replace and operate the Association Property in accordance with the Villaggio Reserve Documents.
6. To enforce by legal means the obligations of the Members and the provisions of the Villaggio Reserve Documents.
7. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration and management of the Association Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Association Property and to delegate to such professional management certain powers and duties of the Association.
8. To enter into the Declaration and any amendments thereto and instruments referred to therein.
9. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to, or in furtherance of things listed above or to carry out the Association mandate to keep and maintain Villaggio Reserve in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of life at Villaggio Reserve.
10. The Association shall not be required to obtain the approval prior to the engagement of legal counsel by the Association for any purpose other than those lawsuits that require a membership vote under Section 720.303 of the Florida Statutes.

**ARTICLE V**  
**MEMBERS AND VOTING**

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of the termination of such membership and the manner of voting by the Voting Members shall be as follows:

A. Membership in the Association for Owners shall be established by the acquisition of ownership of fee simple title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is acquired by conveyance from a party by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons, or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association. A Member who transfers title to a revocable trust for said Owner's personal benefit shall be deemed to be a Member for such time as the trust continues to hold title to a Lot and such Member is not deceased.

B. No Member may assign, hypothecate or transfer in any manner his/her membership in the Association except as an appurtenance to his/her Lot.

C. Any Member who conveys or loses title to a Lot by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to each such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

D. There shall be only one (1) vote for each Lot. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot, or if appropriate, by properly designated officers, partners or principals of the respective legal entity ("Voting Member"), and filed with the Secretary of the Association, and such certificate shall be valid until revoked, by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned jointly by two persons or more (e.g. by a husband and wife, or by two individual unmarried owners as joint tenants or tenants in common), or by an approved entity (e.g. a Trust or other artificial person) they or it may, but shall not be required to, designate a voting Member. In the event a certificate designating a Voting Member is not filed by the husband and wife, joint owners or entity, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse absent any prior written

notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

E. Unless some greater number is provided for in the Villaggio Reserve Documents, a quorum shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

**ARTICLE VI**  
**TERM**

The term for which the Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association, including any surface water management system, shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In the event of dissolution of the Association and conveyance of the Drainage System to an appropriate agency of local government having jurisdiction thereof as aforesaid, such agency shall have reasonable rights of access to the Property consisting of the Drainage System to operate, maintain, repair and replace the Drainage System.

**ARTICLE VII**  
**INCORPORATOR**

The name and address of the Incorporator of these Articles is:

Mitchell A. Sherman, Esq.  
7593 Boynton Beach Blvd., Suite 220  
Boynton Beach, Florida 33437

**ARTICLE VIII**  
**OFFICERS**

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Officers must be Members of the Association.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President, or President and Treasurer shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

**ARTICLE IX**  
**BOARD OF DIRECTORS**

A. The number of Directors constituting the Board which is elected by the Members shall be not less than 3 nor more than 9 or as otherwise determined by the Board from time to time and shall be chosen from the members at large without regard to unit type. Director positions shall be elected by a plurality of votes cast by the Owners entitled to vote at a meeting at which a quorum is present. Directors must be Members of the Association, or the legal spouse of such member. There shall be only one (1) vote for each Director.

B. The property, business and affairs of the Association shall be managed by the Board of Directors, each of whom shall have one (1) vote. A majority of the Directors in office shall constitute a quorum for the transaction of business. The Bylaws shall provide for meetings of the Board of Directors, including an annual meeting.

C. Villaggio Reserve, when ultimately developed, will contain not more than a total of five hundred sixteen (516) Lots (including single family homes, villas and patio homes or units) with a Home constructed on each Lot ("Developed Lots").

D. Election of Directors

1. At the Annual Meeting of Members for 2018, Directors shall be elected to staggered terms in office as follows:

(a) The three (3) candidates receiving the highest number of votes cast shall be elected for a term of two (2) years.

(b) The two (2) candidates receiving the next highest number of votes cast shall be elected to a term of one (1) year.

2. Beginning with the election of Directors at the Annual Members Meeting in 2019 and thereafter, all Directors shall be elected to serve a term of two (2) years.

E. To be eligible to be a Director, candidates for election must either be a Member or the legal spouse of such Member.

F. Duration of Office

Directors shall hold office until they resign, are removed from office or until their qualified successors are duly elected and have taken office.

G. A Director may be removed from office upon the affirmative vote or agreement in writing of a majority of the total voting interests of all Owners. A meeting of the Members to remove a Director shall be held upon the written request of ten percent (10%) of the Members entitled to vote. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in the Florida Statutes 720. The Members shall have the right to elect the successor, if any, of any Director who is removed prior to the end of such Director's term.

H. A vacancy on the Board created by any reason other than a result of a recall, may be filled by the remaining Directors. The new Director shall serve for the balance of the term held by the previous Director.

I. At each Annual Members' Meeting, Directors shall be elected by the Members, as more fully set forth herein.

#### **ARTICLE XI X INDEMNIFICATION**

Each and every Director, officer and committee member of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and post judgment proceedings, reasonably incurred by or imposed upon him in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he becomes involved by reason of his being or having been a Director, officer or committee member of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director, ~~or~~ officer or committee member at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as in the best interest of the Association. In the event a Director, officer or committee member admits or is adjudged guilty of gross negligence, willful misfeasance or malfeasance in the performance of his/her duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

#### **ARTICLE XI BYLAWS**

The Bylaws may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

**ARTICLE XII**  
**AMENDMENTS**

- A. These Articles may be amended in the following manner:
1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote by the Members at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by the Members at one meeting.
  - (b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings ("Required Notice").
  - (c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendments shall be adopted upon receiving the affirmative vote of the Members representing a majority of the voting interests.
2. Amendments may be adopted by a written consent of the Members in accordance with Section 617.0701(4) of the Florida Statutes.
- B. These Articles may not be amended without the written consent of a majority of the members of the Board.
- C. Notwithstanding any provisions of this Article XII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.
- D. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

**ARTICLE XIII**  
**REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the initial registered office of the Association is GRS Management, 3900 Woodlake Blvd., Suite 309, Lake Worth, Florida 33463, and the initial registered agent of the Association at that address shall be Robert Smith. The Registered Agent and registered office of the Association may be changed at any time and from time to time at the sole discretion of the Board.