

Home Inspections

Subject to weather conditions on Saturday 10/10/2020, Directors will begin inspecting homes/lots. Inspections will be a **“Full Exterior-Behind The Gate”** - Front - Back - Sides. All homes/lots will be included in the inspection.

- Please keep pets inside during inspection -

- HOA Overview From The Board -

Villa Nova Homeowners' Association, Inc.

When you bought your home in Villa Nova, you immediately and automatically became a member of the Villa Nova Homeowners' Association, or HOA, and by your purchase acknowledged and accepted the existence of the HOA Governing Documents (Articles Of Incorporation, Declaration Of Restrictions, Bylaws). Your home purchase also meant you entered into a **contract** with the HOA and agreed to abide by all of the HOA rules and Florida Statute 720 and 617, the laws that govern all HOA operations in conjunction with Villa Nova's Governing Documents. By deciding to reside in Villa Nova, you accepted the **Rules** that all owners must follow. In a larger sense, these rules are known as **Restrictive Covenants**, and they can make a difference in what you're allowed to do and **not to do** with your property.

What is a Restrictive Covenant?

A restrictive covenant is a binding legal agreement that limits what you can do with your property. These covenants are part of the property deed, so when you bought your Villa Nova home in the HOA, you agreed to them.

In general, HOAs use restrictive covenants as a way to maintain property values. The idea is that if everyone follows the rules, the neighborhood will retain its appeal and everyone living in the neighborhood can expect to see their home values protected. The FACT IS, home values in Villa Nova have rapidly risen from the 2008 crash. Recent home sales were \$440,000 and \$451,000.

- VILLA NOVA IS A VERY DESIREABLE COMMUNITY. WE ALL NEED TO DO THE BEST WE CAN TO KEEP IT THAT WAY -

Certain restrictive covenants are fairly strict and others relatively simple. Before you closed on your home, it was important to have read the restrictive covenants to determine what restrictions you might not be able to take as an owner in an HOA. The implications of restrictive covenants is such that VIOLATIONS of them could result in a fine and, depending upon how you handle the Violation, more appropriately, not handle, could result in your being sued and even subject to a forced foreclosure if a restrictive covenant Violation is not properly addressed.

Examples Of Restrictive Covenants

In general, there are two main types of restrictive covenant in Villa Nova:

Property Use Limitations

A property use limitation is a type of restrictive covenant that limits how you can change your property. The goal is to keep the homes in the association relatively uniform, and in some situations, to protect owners.

Villa Nova has limits on the types of designs you can use when altering your home, or specifications you have to meet if you remodel your home or add onto it. You will need to meet certain requirements for colors and materials you use on your property. Villa Nova HOA has very specific guidelines for material changes to home exteriors and ALL of them must be approved by the Architectural Control Board (ACB).

There are certain limitations on pets.

Property use limitations limit signs put on your property, the height of a flag pole or whether you can perform certain business tasks. What you can keep in your garage. You have to meet certain conditions if you rent your home to someone else.

Required Maintenance

Villa Nova has restrictive covenants that address exterior home maintenance. The idea behind maintenance requirements is to help keep property values from being negatively affected. If you erect a structure that has not been approved by the ACB, an order will be issued to remove the unapproved structure. The result is you paid to erect it and you will pay to remove it. Following the rules can save you a substantial amount of money. Other restrictions pertain to the types of shrubs and flowers you plant, where they will be planted or certain adornments and where they are placed.

Holiday lights, when you put your trash out (and retrieve your cans) and even the fence you use are subject to HOA regulations. You are not allowed to park overnight on our streets, park next to a mailbox or block sidewalks.

You might be required to keep up with the paint on your home, or there might be restrictions on the number of items you're allowed to keep at the front of your home. All of these restrictive covenants are designed to keep the curb appeal of the neighborhood intact.

While there's no way to completely protect your home's value, living in a community with restrictive covenants can provide some value protection, because your property value is less likely to be impacted by someone else's neglect of their home. Likewise, if you're concerned about the upkeep of the neighborhood, living in an association may provide some peace of mind.

Living in an HOA does, to some extent, allow you a little less freedom to control what you do with your property. Yes, it's your home, but when you moved into Villa Nova, you agreed to be bound by the regulations of the community.

Declaration Of Restrictions (DOR) Extracts

Section 3. Changes in Buildings.

No Homeowner shall make or permit any structural modification or alteration of any building, except with the prior written consent of the Architectural Control Board (hereinafter identified) or its successors, and consent may be withheld if in the sole discretion of the party or parties requested to give the same it appears that such structural modification or alteration would effect or in any manner endanger other Residential Units or would violate any restrictions effecting the Property. No building shall be demolished or removed without the additional prior written consent of the Association and the Developer, or its successor. Developer shall have the right but shall not be obligated to assign all of its rights and privileges under this Section 3 to the Association.

Section 7. Temporary Structures.

No structure of a temporary character shall be permitted on any Lot at any time or used on any Lot at any time as a residence either temporarily or permanently, except as otherwise specifically provided in this Declaration.

Section 12. Architectural Control Board.

No building, wall, fence, shades, screens, awnings, patio covers, decorations, hedges, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways or other structure or improvement of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Board have been approved in writing by the Architectural Control Board named below. Each building, wall, fence, etc., or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the Lot only in accordance with the plans and specifications and plot plan so approved. Refusal to approve plans, specification and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, deemed sufficient in the sole and uncontrolled discretion of said Architectural Control Board. Upon approval by the Architectural Control Board of any plans and specifications, a copy of such plans and specifications, as approved shall be deposited

among the permanent records of such Board and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of the landscaping shall be deemed an alteration requiring approval. The Architectural Control Board shall have the power to promulgate such rules and regulations, as it deems necessary to carry out the provisions and intent of this paragraph. All actions of the Architectural Control Board shall be limited by and subordinate to existing restrictions recorded among the Public Records of Palm Beach County, Florida, if any. The Architectural Control Board shall consist of three or more persons which persons shall be appointed by the Class B Member(s). The Board may designate a representative to act for the Board, and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the board, the remaining members shall have full authority to designate a successor. The members of the Board shall not be entitled to any compensation for services performed pursuant to This covenant. From and after the date that the Developer no longer *owns any* Lots within the Property as supplemented from time to time pursuant to Article IX below, the members of the shall be elected annually by a majority of the Members of the Association. In the event the members of the Association shall fail to elect the Architectural Control Board, then the members of the Board of Directors shall constitute the Architectural Control Board. The Board's only obligation is to review plans submitted to them and they have no duty to inspect any of the properties nor to enforce any of these covenants. The members of the Board shall have no liability whatsoever for any action or inaction on its part, except if such member engages in gross and willful misconduct. The Association shall indemnify any member of the Board who is made a party to, or is threatened to be made a party to, any claim, suit, proceeding or liability by reason of the fact that he or she is, or was, such member, to the fullest ex-ten-t permitted by law, and the Association may advance expenses incurred in connection with any such claim, suit, proceeding or liability to any such person to the fullest extent permitted by law. The Association shall also have the power to purchase and maintain insurance on behalf of any person who is or was a member of the Board against any liability asserted against him in such capacity. In the event the Architectural Control Board fails to approve, modify or disapprove in writing an application within ninety (90) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted, but notwithstanding, all other conditions and restrictions herein contained or contained in the ByLaws or Articles of Incorporation shall remain in full force and effect.

Section 13. Exterior Appearances and Landscaping

The paint, coating, stain and other exterior finishing colors on all buildings may be maintained as originally installed, without prior approval of the Architectural Control Board, but prior approval by the Architectural Control Board shall be necessary before any such exterior finishing color is changed. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Homeowner as originally installed by the Developer unless the prior approval for any change is obtained from the Architectural Control Board. Aluminum foil may not be placed on windows or glass doors. No Homeowner shall place any furniture, equipment, or objects of any kind or construct any structures, slabs or porches beyond the limits of any building or patio wall unless prior written consent is obtained from the Architectural Control Board and the Developer. No Homeowner shall place any objects such as bicycles, toys, barbecues, etc., on the exterior of any Lot unless concealed from view of any contiguous road frontage and any other Residential units, except, however, customary out-door furniture.

Section 18. Damage to Buildings. In the event a Residential Unit is damaged, through act of God or other casualty, unless the insurance proceeds received with respect thereto are required to be applied by an Institutional Mortgagee in reduction of its mortgage, that Residential Unit owner shall promptly cause his Residential Unit to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications or any deviations there from previously approved by the Architectural Control Board. It shall be the duty of the Association to enforce such repair or rebuilding of the Residential Unit to comply with this responsibility to accomplish the requirements of this Section, each Homeowner shall maintain in force and effect a policy of tire and other casualty insurance in an amount acceptable to the Association and with coverage adequate to cover full replacement cost of any repair or reconstruction work on a Residential Unit, and the Association shall be named as additional insured. **Copies of policies of such insurance or certificates evidencing such insurance shall be delivered by each Homeowner to the Association. Each Homeowner shall promptly furnish to the Association all renewal notices and all receipts of paid premiums. No such policy shall be cancelable by the Homeowner except after ten (10) days' written notice to the Association.**

ARTICLE XII **GENERAL PROVISIONS**

Section 3. Enforcement

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants;

and failure by the Developer, the Association or any Homeowner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Developer, the Association, any Homeowner or the Architectural Control Board. All costs or enforcement, including, but not limited to, all attorneys' fees, costs of collection and cost of appeals, shall be the responsibility of the party violating said covenant or restriction.