

# VILLA NOVA H.O.A., INC.

c/o MAHOGANY SERVICES, INC.  
21 S.E. 5TH STREET  
SUITE #200  
BOCA RATON, FL 33432  
Phone: 561-997-6453 / Fax: 561-750-3775  
[LHeller@mahoganyservices.com](mailto:LHeller@mahoganyservices.com)

May 5, 2023

Dear Homeowners:

Pursuant to Section 617.0701(4), Florida Statutes, the Board of Directors of Villa Nova Homeowners' Association, Inc., f/k/a Solimar II Homeowners' Association, Inc. (the "Association"), desires to obtain the written consent of the Members of the Association for the proposed amendment to Article X of the Declaration of Restrictions and Homeowners' Association Covenants for Solimar ("Declaration"), which is more fully described in the enclosed Exhibit "A".

The Board has been advised by the Association's counsel that the requisite vote may be obtained by written consent so as to give the Board an opportunity to reach those people who may not otherwise be able to attend a Member's Meeting. Accordingly, the Board of Directors desires to obtain the written consent of the Members of the Association for the proposed amendments.

Please review the enclosed Written Consent form, sign same, and return it to the Association by **June 6, 2023**<sup>1</sup>, indicating your consent to the proposed amendments. Please note that each Lot is entitled to one (1) vote. If your Lot is owned by a corporation or by more than one person, the vote shall be cast as determined by the co-owners of the Lot, subject to the requirement that only one (1) vote be cast per Lot.

Signed consents may be returned to the Association as follows:

Mail/Hand Delivery:

Villa Nova Homeowners' Association, Inc.  
c/o Mahogany Services, Inc.  
21 SE 5<sup>th</sup> Street, 200  
Boca Raton, Florida 33432

Email:

[lheller@mahoganyservices.com](mailto:lheller@mahoganyservices.com)

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<sup>1</sup> Pursuant to Florida law, the Association has up to 90 days after the date of the earliest dated consent to obtain the requisite vote, but may do so at any time within such 90-day period.

Please contact the Association's Management office if you have any questions or need assistance with submitting your vote for these important amendments.

**The Board of Directors,  
Villa Nova Homeowners' Association, Inc.**



By: \_\_\_\_\_  
Avi Salzman, President

**EXHIBIT "A"**

**AMENDMENT TO THE  
DECLARATION OF RESTRICTIONS AND HOMEOWNERS'  
ASSOCIATION COVENANTS FOR SOLIMAR**

The original Declaration of Restrictions and Homeowners' Association Covenants for Solimar is recorded in Official Record Book 5474, at Page 29 of the Public Records of Palm Beach County, Florida.

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Item 1: Article X of the Declaration is deleted in its entirety and hereby replaced with the following:

(substantial rewording of original text; for original text, refer to Article X of the Declaration as recorded in Official Record Book 5474, Page 29 of the Public Records of Palm Beach County, Florida)

ARTICLE X

**MAINTENANCE OF COMMUNITY INTERESTS**

**Section 1. Lease Approval Authority.** In order to assure a community of congenial residents and thus protect the value of the Lots, the leasing of Lots is subject to the provisions identified herein:

**1.1.** No lease of any interest in a Lot may commence without the Owner having first sought and obtained the Association's prior written approval thereof. In addition, any and all such proposed occupants of a Lot being leased must be approved in advance by the Association and are subject to all of the restrictions contained in this Article X, Section 1. Any lease agreement in effect as of the effective date of this amendment that was entered into in conformance with the provisions of Article X as existing prior to this amendment will be deemed approved. However, any renewal or extension of any existing lease, and all new leases, including renewals or extensions of such new leases, after the effective date of this amendment, will be subject to the provisions of this Article X, Section 1.

**1.2.** The Owner seeking to lease such Owner's Lot ("Lessor") must notify the Association, in writing, of her/his intention to lease her/his Lot. A copy of the lease agreement and a completed lease application package signed by the Lessee(s) must be provided to the Association not less than thirty (30) days prior to the lease of the Lot. The application must indicate the date when such lease is to take place.

**1.3.** Within thirty (30) days after the receipt of a completed and signed application, the Association must either approve or disapprove of the lease. Disapproval of a lease may not be arbitrary, but any lessee who is disapproved by the Association will not be entitled to take possession of the Lot.

**1.4.** Any and all lease agreements between an Owner and a lessee of a Lot must be in writing, must provide for a term of not less than nine (9) months. Leases may be renewed with the approval of the Association's Board of Directors. Lease renewals may not exceed a term of one (1) year. The lease agreement must provide that the lease is subject, in all respects, to the terms and provisions of the Association's Declaration, Articles, Bylaws, and Rules and Regulations ("Governing Documents"). Any failure by the lessee under such lease agreement to comply with such terms and conditions is a material default and breach of the lease agreement. No Lot may be subject to more than two (2) leases in any twelve-month period.

**1.5. Security Deposit.** The Association has the right to require, as a condition to permitting the leasing of a Lot, the depositing with the Association of a security deposit equal to one (1) month's rent or the highest amount allowable by law, whichever is greater, made by either the Lessor or lessee, which may be placed in a co-mingled account without interest. Upon termination of occupancy of the Lot by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful or negligent act(s) of the lessee or lessee's invitees and guests, including, but not limited to, damage to the Property. Any amounts remaining from the security deposit after the final costs of the aforementioned expenses are deducted will be returned to the Lessor or lessee who deposited same, by the Association, not later than fifteen (15) days from the end of the lease term.

**1.6. Application Fees.** The Association may charge an application fee in connection with the lease of any Lot in an amount to be determined by the Board of Directors from time to time, but in no event less than One Hundred Dollars (\$100.00) per applicant. In addition, the Association has the authority to charge an additional fee, in an amount to be determined by the Board of Directors from time to time, where a prospective lessee requests an expedited review of his or her application. Said fee(s) must be remitted to the Association at the same time as the Lessor provides notice of such lease as provided Section 1.2 herein. The application provided by the Association may also require any further information that the Association may reasonably require for purposes of screening applicants, including but not limited to, criminal background check, credit history, and financial background, including any necessary international background check for any lessee or occupant from another country, or where the Board believes the applicant(s) has been living abroad and the Board has determined that it is prudent to obtain such international background check. In addition to the application fee provided for herein, the Association further has the authority to charge the actual cost for any such background check required.

**1.7.** The provisions of this Section 1 apply to all leases, including all renewals and extensions of such leases. If an Owner leases his/her Lot, he/she remains liable for the performance of all of the agreements and covenants in the Governing Documents and is liable for any violations by his/her lessee(s) of any and all use restrictions.

**1.8.** The lessee may be required to meet (either in person or via remote communication) with the Association to acknowledge that he/she takes occupancy subject to and agrees to abide by the Governing Documents. Such meeting will take place after the Association has received the name, address and telephone number of the prospective lessee(s) or a copy of the lease, and prior to the date of occupancy.

**1.9.** The Lessor must furnish the prospective lessee with a copy of the Governing Documents. If the Lessor does not have a copy of such documentation, then the Lessor will be required to obtain copies from the Association at a reasonable cost at the time of application.

**1.10.** Notwithstanding anything to the contrary elsewhere in this Declaration, the Association neither has the duty to provide an alternate lessee, nor assumes any responsibility for the denial of a lease. Without limiting the Association's ability to disapprove of all leases and all occupants, a proposed lessee or occupant may be disapproved by the Association for Good Cause, which Good Cause is defined as follows:

- (i) The person(s) seeking approval (which includes all proposed occupants) fails to qualify for membership or occupancy in the Association, including, but not limited to, those applicants who fail to qualify for membership or occupancy because of the restrictions on occupancy or ownership set forth in the Governing Documents, as same may be amended from time to time; or

- (ii) The person(s) seeking approval (which includes all proposed occupants) has been convicted at any time of a felony involving violence to persons or moral turpitude; or a felony where the victim was a minor; or a felony where such person has been convicted of the illegal manufacture or distribution of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802). Notwithstanding the foregoing, the Association will only have the authority to disapprove pursuant to this subparagraph (2) if the conviction for such felonies occurred within the last five (5) years preceding the date of application; or, if the period of incarceration served for any such felony exceeded five (5) years, then the Association will only have the authority to disapprove for such convictions where the convicted felon was released from incarceration within the past five (5) years preceding the date of application; or
- (iii) The person(s) seeking approval (which includes all proposed occupants) is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction; or
- (iv) The person(s) seeking approval (which includes all proposed occupants) takes possession of the Lot prior to the approval by the Association as provided for herein; or
- (v) The person(s) seeking approval (which includes all proposed occupants) has a history of violating the Governing Documents, or a history of disruptive behavior or disregard for the rights and property of others as evidenced by her/his conduct in this or any other association as a lessee, guest, owner or occupant of a lot or home; or
- (vi) The person(s) seeking approval (which includes all proposed occupants) fails to comply with the requirements of this Section 1, or misrepresents or includes any false information on any of the application materials submitted to the Association; or
- (vii) The person(s) seeking approval (which includes all proposed occupants) has a history of bad credit, or has a history of non-payment of assessments or other financial obligations to this or any other association, or is otherwise demonstrated to be a clear financial risk to the Association; or
- (viii) No lease will be approved if, at the time of the application, the Lessor is delinquent in the payment of any financial obligation to the Association under the Declaration or under any of the Governing Documents or the applicable statute, or if the Lot is in violation of any provision of the Declaration or the Rules and Regulations, which remains uncured at the time an application is made hereunder.

**1.11.** Notwithstanding the foregoing grounds for disapproval, the Association has the authority to conduct a personal interview with any such applicant(s) or obtain and/or review any information or documentation provided by any applicant(s) which would tend to mitigate any of the grounds for disapproval identified above, and the Association has the authority to review and rely upon any such mitigating information or documentation before making a final determination as to whether to approve or disapprove any such applicant(s) pursuant to this Section 1.

**1.12.** There must be no subleasing of a Lot, and no portion of a Lot (other than the entire Lot) may be rented.

**1.13.** No Lot Owner who purchases a Lot or otherwise acquires title to a Lot after the effective

date of this amendment will be entitled to lease his or her Lot until such Lot Owner has owned the Lot for a period of twenty-four (24) months, which twenty-four (24) month period shall commence upon the date title was acquired. For purposes of this Section, where a Lot Owner acquires title to a Lot and there is an existing tenant residing in the Lot under a lease agreement with the previous owner, such tenant shall be allowed to reside for the remainder of the lease term but must leave the property upon the end of the then-existing lease agreement. The twenty-four (24) month restriction on renting the Lot will then commence upon the termination of any such existing lease agreement in place at the time the Lot Owner acquires title to the Lot. This requirement shall not apply where title is acquired by an immediate family member of the Lot Owner, which immediate family member shall be defined as the Owner's spouse, parents, siblings, children, grandchildren or grandparent, or where the Lot has been transferred or otherwise conveyed to a trust or otherwise conveyed for bona fide estate planning purposes or pursuant to a bona fide estate planning device. In addition, such twenty-four (24) month restriction on leasing shall not apply where title is acquired by one spouse from another spouse through a judgment or decree of divorce.

**1.14.** No transient tenancies are allowed, such as, but not limited to, a lease, license or other transfer or tenancy through an organization such as Air BNB, VRBO, or any other similar entity, website or organization, and it will be considered a violation of this provision to list or post a Lot on any such website or through any such company, agency or organization.

**1.15.** With respect to any lessee or any person present on any Lot or any portion of the Property other than an Owner and the members of such Owner's immediate family (defined as an Owner's spouse, parents, children, grandchildren, or grandparents) permanently residing with the Owner on the Lot, if such person materially violates any provision of the Governing Documents, all as same may be amended from time to time, or if such person is a source of annoyance to the residents of the Property, or willfully damages or destroys any of the Property, then upon written notice by the Association, such person will be required to immediately leave the Property, and if such person does not do so, the Association is authorized to commence an action to evict or eject such person or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including the Association's attorneys fees and costs, may be assessed against the applicable Owner as an assessment, collectible as any other assessment levied under Article V. The foregoing is in addition to any other remedy of the Association.

**1.16.** In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Lot is leased, the Association has the right and authority to collect the rent to be paid by the Lessee to the Owner directly from the Lessee. In the event such Lessee fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such Lessee in writing that the rents must be remitted directly to the Association, the Association has the right to terminate the Lease and evict the Lessee. All sums received from the Lessee will be applied to the Owner's account for the leased Lot according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current. All leases entered into by an Owner will be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association as their respective agent for such purpose.

In addition to any notice to a Lessee of a Lot permitted to be given by law, an Owner by acceptance of a deed to a Lot, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the Lessee of the Lot of any delinquency by the Owner of the Lot in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, will not be construed or be deemed to be a violation of the Fair Debt Collection Act

("FDCPA") 15 U.S.C. Section 1692 et. seq.; or of the Florida Consumer Collection Practices Act ("FCCPA") §§559.55 – 559.785, Fla.Stat.

**1.17.** The provisions of this Section 1 do not apply to the Association, in the event the Association takes title to a Lot as a result of foreclosure, deed in lieu of foreclosure or otherwise.

**Section 2. Sales, Transfers and Conveyances.** In order to assure a community of congenial residents and thus protect the value of the Lots, the sales, transfers and conveyances of Lots are subject to the provisions identified herein:

**2.1. Application Process.** The Owner must notify the Association, in writing on an application form provided by the Association, of his/her intent to sell or transfer his/her Lot. The name, address, and telephone number of the prospective purchaser or transferee and a copy of the sales contract or transferring document must be provided to the Association not less than thirty (30) days prior to the purchase or transfer of the Lot.

The application must indicate the date when such sale is to take place. The application provided by the Association may also require any further information that the Association may reasonably require for purposes of screening applicants, including but not limited to, criminal background check, credit history, and financial background, including any necessary international background check for any Owner or occupant from another country, or where the Board believes the applicant(s) has been living abroad and the Board has determined that it is prudent to obtain such international background check. For purposes of this Section 2, the term "transfer" includes any purchase or sale of a Lot as well as any conveyance or acquisition of a Lot by gift, devise, or inheritance.

**2.2. Approval or Disapproval.** Within thirty (30) days after the receipt of a completed application, the Association must either approve or disapprove the sale or transfer.

**2.3. Application Fees.** The Association may charge an application fee in connection with the sale or transfer of any Lot in an amount to be determined by the Board from time to time, but in no event less than One Hundred (\$100.00) Dollars per applicant. In addition, the Association has the authority to charge an additional fee, in an amount to be determined by the Board from time to time, where a prospective transferee requests an expedited review of his or her application. Said fee(s) must be remitted to the Association at the same time as the Owner provides notice of such sale or transfer as provided in Section 2.1. In addition to the application fee provided for herein, the Association further has the authority to charge the actual cost for any background check required pursuant to this Section.

**2.4. Disapproval of Sales or Transfers for Good Cause.** Notwithstanding the foregoing, the Association has the authority to disapprove of a sale or transfer for Good Cause, which Good Cause is defined as follows:

- (i) The person(s) seeking approval (which includes all proposed occupants) fails to qualify for membership or occupancy in the Association, including, but not limited to, those applicants who fail to qualify for membership or occupancy because of the restrictions on occupancy or ownership set forth in the Governing Documents, as same may be amended from time to time; or
- (ii) The person(s) seeking approval (which includes all proposed occupants) has been convicted at any time of a felony involving violence to persons or moral turpitude; or a felony where the victim was a minor; or a felony where such person has been convicted of the illegal manufacture or distribution of a controlled substance as defined in Section 102

of the Controlled Substances Act (21 U.S.C. 802). Notwithstanding the foregoing, the Association only has the authority to disapprove pursuant to this subparagraph (2) if the conviction for such felonies occurred within the last five (5) years preceding the date of application; or, if the period of incarceration served for any such felony exceeded five (5) years, then the Association only has the authority to disapprove for such convictions where the convicted felon was released from incarceration within the past five (5) years preceding the date of application; or

- (iii) The person(s) seeking approval (which includes all proposed occupants) is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction; or
- (iv) The person(s) seeking approval (which includes all proposed occupants) takes possession of the Lot prior to the approval by the Association as provided for herein; or
- (v) The person(s) seeking approval (which includes all proposed occupants) has a history of violating the Association's Governing Documents, or a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this or any other association as a lessee, guest, owner or occupant of a lot or home; or
- (vi) The person(s) seeking approval (which includes all proposed occupants) fails to comply with the requirements of this Section 2, or misrepresents or includes any false information on any of the application materials submitted to the Association; or
- (vii) The person(s) seeking approval (which includes all proposed occupants) has a history of bad credit, or has a history of non-payment of assessments or other financial obligations to this or any other association, or is otherwise demonstrated to be a clear financial risk to the Association, and the Association has the authority to require such person(s) to prepay assessments in an amount not less than six (6) months nor more than twenty-four (24) months upfront to the Association as a condition of approval pursuant to this Section.

**2.5.** Notwithstanding the foregoing grounds for disapproval, the Association has the authority to conduct a personal interview with any such applicant(s) or obtain and/or review any information or documentation provided by any applicant(s) which would tend to mitigate any of the grounds for disapproval identified above, and the Association has the authority to review and rely upon any such mitigating information or documentation before making a final determination as to whether to approve or disapprove any such applicant(s) pursuant to this Section 2.

**2.6.** Maximum Number of Units Owned. Notwithstanding any other provision contained within the Governing Documents to the contrary, no Owner of a Lot may own more than two (2) Lots within the Property at any time. This restriction on ownership of Lots shall apply to an Owner, either in his or her individual capacity; in his or her capacity as a co-owner or spouse of an Owner; or in his or her capacity as a director, officer, member, manager, employee, agent, partner, principal, grantor, trustee or beneficiary of a Lot owned by a corporation, partnership, trust, limited liability company, or other similar entity ("Entity Purchaser").

The Association shall be entitled to require as a condition of approval of any sale to an Entity Purchaser, that such Entity Purchaser furnish such reasonable information and documentation with regard to the entity to enable the Association and its Board of Directors to ensure compliance with this Section 2.6, including, without limitation, organizational and operational documents from the Entity Purchaser,

operating agreement(s) from a limited liability company, copies of any trust agreement, or other similar documents evidencing the true and beneficial ownership interest for an Entity Purchaser.

Any transaction or conveyance of a Lot in violation of this Section 2.6 shall be deemed void and shall confer no right, title, or interest in the Lot subject of the conveyance to the purchaser. Further, the Association may disapprove any transaction or conveyance that would result in a violation of this Section 2.6, irrespective of the provisions of Section 2.4 of this Article X.

2.7. The provisions of this Section 2 do not apply to the Association or an Institutional Mortgagee, in the event the Association or an Institutional Mortgagee takes title to a Lot as a result of foreclosure, deed in lieu of foreclosure or otherwise.

**WRITTEN CONSENT**  
**IN LIEU OF A MEETING**

The undersigned Voting Member at VILLA NOVA HOMEOWNERS' ASSOCIATION, INC., f/k/a SOLIMAR II HOMEOWNERS' ASSOCIATION, INC., approves or disapproves as noted below the proposed amendment to the Declaration of Restrictions and Homeowners' Association Covenants for Solimar:

**(Please see attached Exhibit "A" for full text of the proposed amendment)**

Item 1:            Approve or disapprove the proposed amendment attached as Exhibit "A" hereto for the purpose of substantially amending Article X, which addresses the Association's approval of sales and leases of homes within Villa Nova:

       **APPROVE**

       **DISAPPROVE**

\_\_\_\_\_  
Signature of Voting Member

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Lot Address: \_\_\_\_\_