

any member of his family or his or their guest, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay the Association the amount of any increase in its insurance premiums occasioned by the use, misuse, occupancy, or abandonment of a Unit or its appurtenances, or of the common elements, by the Unit Owner.

B. Costs and Attorney's Fees. In any proceedings arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the Bylaws, or the Regulations adopted pursuant to them, and the documents and regulations as they may be amended to from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

C. No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration of Condominium, the Articles of Incorporation of the Association, the Bylaws or the Regulations, shall not constitute a waiver of the right to do so thereafter.

## ARTICLE XV

### AMENDMENTS

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

A. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A Resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

1. Not less than fifty-one percent (51%) of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the members of the Association present and voting at a duly called meeting at which a quorum is represented in person or by proxy; or

2. Not less than seventy-five percent (75%) of the votes of the entire membership of the Association.

C. Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner not against any Unit or class or group of Units, unless the Unit

Owner so affected shall consent; and no amendment shall change any Unit nor the share in the common elements appurtenant to it, nor increase the Owner's share of the common expenses, unless the record Owner of the Unit concerned, and all record Owners of mortgages on such Unit, shall join in the execution of the amendment.

D. Execution and Recording. A copy of each amendment shall be attached to certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public records of Palm Beach County, Florida.

ARTICLE XVI

TERMINATION

This Condominium may be terminated as provided by Florida Law.

ARTICLE XVII

SEVERABILITY AND CONCLUSION

The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, Articles of Incorporation, Bylaws, or Regulations of the Association shall not affect the validity of the remaining portions.

The undersigned, being the President and Secretary of Villa Towers Condominium do hereby acknowledge that this Amended and Restated Declaration of Condominium was duly adopted by the Membership of Villa Towers Condominium Association, Inc., at a meeting held on March 3, 2011.

Signed, sealed, and delivered

Villa Towers Condominium Association, Inc.

WITNESSES:

*Diane Simon*

Witness #1 Signature

DIANE SIMON

Witness #1 Printed Name

*Doris Wisor*

Witness #2 Signature

Doris Wisor

Witness #2 Printed Name

By: *Don Y. Sheldon*  
Don Y. Sheldon, President