

PHIPPS VILLAGE HOMEOWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

(Amended and Restated)

(Effective March 7, 2023)

APPLICABILITY; ENFORCEMENT; RESIDENTIAL USE ONLY

- A. **Applicability and Enforcement.** These Rules apply to all homeowners, tenants, home-occupants, visitors, and contractors. Association may enforce these Rules by general means including levying fines and suing for injunctive or declaratory relief and seeking damages. Remedies specific to a kind of violation of these Rules also may be sought including, by way of example only:
1. Vehicles parked in violation of these Rules may be towed or booted.
 2. Changes to the exterior of a home violating these rules may result in the Owner being compelled to reverse such changes and make corrections such as re-painting after painting with an unapproved color, re-sodding a lawn allowed to become weedy, or replacing a non-conforming fence. Such corrections must be accomplished at the Owner's expense.
 3. For unapproved architectural/exterior modifications an Owner refuses to correct, Association may enter the Lot and make such corrections at the Owner's expense.
- B. **Fines.** The fining process may begin after at least one violation notice to the Owner. After failing to cure a previously noticed violation, the Board may consider fines to be levied and refer to a fining committee for approval/disapproval. Fines are levied under ch.720, Florida Statute, which provides for fines up to \$100.00 per violation and up to \$1,000.00 for each continuing violation. *For instance, an Owner failing to cure:*
1. *a dirty roof,*
 2. *yard debris in view outside the garbage Collection Period, and,*
 3. *damaged garage door*
- would be subject to potentially three \$100.00 fines even if noticed to the Owner simultaneously; similarly, each \$100.00 may be levied daily, resulting, if uncured, in three \$1,000 fines.*
- C. **Recovery of Enforcement Costs.** Separate from fines, Association also may levy an Individual Assessment against Owners and Lots for the costs of enforcing these Rules, including fees charged and expenses charged by attorneys, accountants, engineers, contractors, and other professionals or paraprofessionals. Enforcing these Rules includes rejection of ARC and Lease applications.
- D. **Residential Use.** Owners and Tenants must use Lots only for residential purposes. No Person shall conduct any trade, business, profession, or other commercial activity, except homes may contain a home office if (1) the office is not used for visits by clients, patients, or customers, (2) such use does not result in excessive deliveries to the Lot, and (3) has no adverse effect upon other Phipps Village residents.

UNDERSTANDING THESE RULES

- E. Capitalized terms have the same definition as defined or used in the Declaration. "Including or "such as" mean "including but not limited to." Singular nouns are intended to include plurals and vice versa.
- F. These Rules provide detail to certain provisions in the Declaration. Declaration provisions remain in force and no waiver is caused by not repeating or detailing a provision in these Rules.
- G. These Rules are self-operating, and Owners, Members, Tenants, and Residents must comply with them without prompting by Phipps Village. For instance, often the first 'notice' of violation is the violation itself – dirty roofs and overgrown grass are just as visible to the Lot as it is to Phipps Village or its community association manager. Submitting ARC applications, Lease applications, or other requests containing false information or when not qualified to make such application (such as when delinquent in any monetary obligation or submitting applications missing clearly required information) violates these Rules. Likewise, committing a violation such as damaging the Common Areas and failing to report such damage, potential or real, to Phipps Village violates these Rules.

ARCHITECTURAL REVIEW AND APPROVAL

- H. No Person may erect, plant, place, install, hang, replace, or remove any Improvements including any:

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| 1. building | 10. swimming pool | 19. water area |
| 2. wall | 11. tennis court | 20. outside lighting |
| 3. fence | 12. basketball structure | 21. antennas |
| 4. ornaments | 13. outdoor play equipment | 22. discs |
| 5. sculpture | 14. screen enclosure | 23. aerials |
| 6. sign | 15. driveway | 24. satellite dishes |
| 7. mailbox | 16. sidewalk | 25. poles (incl. flagpoles), or |
| 8. landscaping | 17. sewer | 26. electronic devices, |
| 9. planting | 18. drain | |

on any Lot without prior approval of the Phipps Village and Master Association Architectural Review Committees (ARCs); except Owners and Tenants may display ornaments and lights commemorating a holiday for a reasonable time before, during, and after the holiday.

- I. The ARCs may approve signs, advertisements, notices or other letterings not exceeding one square foot indicating the Lot's address and Owner's name(s), or the those provided by security service contractors.
- J. No Person may install or operate any radio, television, or other noise or signal transmitting device which interferes with another Lot's noise or signal reception or peaceful, nuisance-free residential use.

- K. Owners and Tenants must store personal property within the Lot's home or appropriate ARC-approved enclosures except for outdoor furniture or play equipment in good condition.
- L. No owner shall cause any garage on his Lot to be converted to an interior room without complying with any applicable City requirements. No such conversion shall obviate the Owner from complying with any parking or vehicle restriction.
- M. Owners and Tenants may use an ARC-approved clothesline airing or drying laundry only if screened from view from other Lots and Common Properties.

DWELLING OWNER LANDSCAPING AND OTHER MAINTENANCE

- N. Owners must "maintain in a neat, sanitary and attractive condition, and to repair, replace and restore" the Lot *and adjacent areas*¹, which includes,
 - 1. Preventing weeds, underbrush, refuse, or unsightly objects on the Lot;
 - 2. Keeping all Improvements including the home, landscaping, sprinkler systems, in good, safe, clean, attractive condition in accordance;
 - 3. Regularly and properly treating, fertilizing, trimming, weeding, cleaning, mulching, irrigating, and replacing (as necessary) your lawn, trees, hedges, and beds;
 - 4. Inspecting for mold and cleaning it as soon as its visible;
 - 5. Cleaning (under pressure or with proper cleaning products) and painting (as appropriate) the roof, walls, fences, windows, doors, garage doors, mailboxes, driveways, sidewalks, footpaths, screen enclosures, wall-hangings, street numbering, and all other exterior surfaces; and,
 - 6. Inspecting for wood-rot, and repairing or replacing door frames, fascia, fences, and other wood surfaces.
- O. When not occupying the Lot as the Owner's primary Dwelling Unit, Owners must contract with a fully qualified, adequately insured, and fully licensed landscape service contractor to perform all of Owners' obligations, for which examples are provided in paragraph N above, including:
 - 1. Regularly and properly treating, fertilizing, trimming, weeding, cleaning, mulching, irrigating, and replacing (as necessary) the Lot's lawn, trees, hedges, and beds;
 - 2. Cleaning exterior surfaces including the roof, walls, fences, windows, doors, garage doors, mailboxes, driveways, sidewalks, footpaths, wall-hangings, street numbering, and screen enclosures; and,
 - 3. Repairing and replacing landscape and exterior surfaces on the Lot and adjacent areas.

¹ Under the Declaration, Lot Owners are responsible for maintenance of their Lot and any property (i) between the rear or side Lot line and any adjacent lake or canal or (ii) between the rear or side Lot line and any Common Properties or Master Common Areas (as defined in the Master Covenants) through to and including the interior side of the rear or side hedge or (iii) any property between the front or side Lot line and any adjacent street or road, including all Improvements located thereon as may be subject to the Owner's control.

- P. Owners (a) may not delegate or contract, under a lease or otherwise, this duty to Tenants, other Lot occupants, or owners of other Lots, and (b) must provide evidence of a landscape service contract before any Lease approval or renewal approval.
- Q. Landscape and lawn maintenance contractors must remove all cuttings, leaves, limbs, stumps, debris, and other vegetation or landscape by-product of their work from Phipps Village at the end of each day such work is performed. Landscape debris may be placed at the curb no earlier than noon on Thursday for Friday pick up, but must be stored in the garage or at the side or rear of the home until that time.
- R. Owners and Tenants must (a) place all garbage in plastic bags and then place such bags inside Wellington-approved trash containers, and (b) keep such garbage, bags, and containers out of view from other Lots, except immediately neighboring Lots, and Common Properties, except on days of collection.
- S. Owners are responsible for the Lot's mailbox and may repair or replace a mailbox with an identical model without prior ARC approval, but such repair or replacement remains subject to ARC review.
- T. Owners and Tenants absent from Lot for over seven days must:
 - 1. Prepare for hurricane or other windstorms by removing all furniture, plants, and other movable objects from porches, terraces, patios, or elsewhere on the Lot;
 - 2. Designate and identify to Association a qualified Person, subject to Association approval, to care for the Lot should it suffer windstorm damage ("Caretaker"); and,
 - 3. Obtain ARC approval, directly or through Caretaker, before installing or removing hurricane shutters.

NUISANCE

- U. No Owner, Tenant, or other Person may cause or allow any obnoxious, unpleasant, unsightly, offensive activity or disturbing noises which is or could be reasonably construed by the Board as a nuisance, or which reasonably disturbs or interferes with other Owners', Tenants', or Persons' rights, comforts, or conveniences including unreasonable playing or operating of musical instruments, stereo, televisions, radios, or sound amplifiers.

ANIMALS

- V. Owners and Tenants may keep household pets such as dogs and cats, but not livestock, and must:
 - 1. Not allow any animals to roam free outside the Lot's home or disturb other Owners', Tenants', or Persons' peace, comfort or safety;
 - 2. Keep all animals on a leash or in an enclosed rear yard;
 - 3. Not allow any animal to be a nuisance to other Owners, Tenants, or Persons;
 - 4. Promptly remove and properly dispose of animal waste; and,
 - 5. Not breed or sell animals within Phipps Village.

VEHICLES AND PARKING

W. Owners, Tenants, and other Persons:

1. Must keep any commercial or recreational vehicles totally enclosed in a garage and not visible from the outside, except Owners and Tenants may keep or allow:
 - a. commercial vehicles temporarily from 7 am to 7 pm as necessary for services to the Lot;
 - b. vehicles permitted as a reasonable accommodation/modification under fair housing law;
 - c. commercial vans and pickup trucks whose outside lettering is concealed to the satisfaction of Master Association and Village Association;
 - d. boats permitted, utilized, and stored on the Lot under the Master Declaration.
2. Must not park, place, or allow any vehicle or object (i) on the Lot, driveway, or sidewalk which interfere with pedestrian travel on the sidewalk, or (ii) on landscaped Lot or Common Property areas.
3. Must not construct, reconstruct, or repair any vehicle or other objection unless totally enclosed in a garage and not visible from the outside.
4. Must not keep, operate, or allow any vehicles, including motorcycles and mopeds, without installed and employed effective sound muffling devices; and,
5. Must not interfere with the Association towing any vehicle in violation of the Declaration or these Rules.
6. Must obey Speed Limits, posted or otherwise. Throughout Phipps Village, the Speed Limit is 15 miles per hour unless:
 - a. otherwise posted or
 - b. approaching a STOP sign or other traffic control device requiring, by its nature, a slower, safer speed.
7. Must obey all Traffic Control Devices including STOP signs, YIELD signs, and Caution Cones.
8. Must obey all instructions from Phipps Village (or Olympia agents when authorized inside Phipps Village) including those given (i) verbally or in writing and (ii) by Phipps Village's or Olympia's Officers, Management, Traffic & Access Vendor, Olympia-designated Person in traffic vests, or law enforcement officers.
9. Must not park on the street between midnight and 7 am.

ADMINISTRATION

X. Administration.

1. Official Records Inspections.

- a. All requests to inspect the Official Records ("Inspection Requests") must be in writing and mailed to Phipps Village Homeowners Association, Inc., Attn: Official Record Inspection Requests, % GRS Community Management, 3900 Woodlake Blvd., Suite 309, Lake Worth, FL 33463.

- b. The Owners of each Lot, collectively, may inspect the Official Records no more frequently than every 14 days.
 - c. Inspection Requests must include three proposed dates on business, non-holiday weekdays no earlier than 5 days after the Owner sends the Inspection Request.
 - d. Inspections will occur either at GRS Community Management or the law offices of Association counsel, Wyant-Cortez & Cortez, Chartered, 840 US Highway One, Suite 345, North Palm Beach, FL 33408, in Association's sole discretion.
 - e. Phipps Village may make some Official Records available on the Internet or, from time to time, may respond to Inspection Requests by E-mail, and may respond to Inspection Requests communicated by means other than US Mail, but does not waive the right to require the procedures outlined in ¶¶ X.1.a through d above.
2. Meetings.
- a. Participation. Each Member may speak for 3 minutes at each Members' Meeting or Board Meeting. The Board, in its sole discretion, may agree to hear from one or more Members for longer than 3 minutes. The Board may also limit addressing the Board to those Members that submitted a written request to speak prior to the Meeting.
 - b. Location. Phipps Village generally will hold Meetings at the Villa Olympia Clubhouse. However, in the Board's sole discretion, Meetings may be held via remote conferencing software or services widely and freely available to the Members in lieu of or in addition to Meetings held physically at the Villa Olympia Clubhouse. Absent a Board decision, the president may call such remote meetings of the Board and Members. Phipps Village may limit the number of physically present Meeting participants.
 - c. Recording. Members may make video and audio recordings of Meetings if written notice of the intent to record is received by US Mail at Phipps Village Homeowners Association, Inc., % GRS Community Management, 3900 Woodlake Blvd., Suite 309, Lake Worth, FL 33463, at least 5 days before the time Phipps Village must post or mail notice of the Meeting the Members intends to record. Members intending to record must also announce such intention at the beginning of the Meeting. Such recording shall not be an Official Record, but the recording Member must make an unedited copy of such recording available to any other Member so requesting up to one year after the recorded Meeting. No Member shall post or distribute such recordings, or any portion thereof, in any form on any social media platform. The Board may suspend the right to record Meetings for one year for any Owners of Lot, any of which Lot Owners violate this rule.
 - d. Order. Meeting chairpersons, directly or through management or counsel, may maintain polite, professional, business-like meetings, discussions, and debate by, after reasonable warning, asking a Person to leave the meeting, removing a Person, or muting a Person on remote conferencing. No warning shall be necessary for a Person using profanity, physical intimidation, abusive language, or language which unreasonably increases the possibility of claims against Phipps Village including unlawful discrimination.
3. Fair Housing. Requests for Reasonable Accommodation from these Rules or Reasonable Modifications must be submitted to Phipps Village Homeowners Association, Inc., % GRS

Community Management, 3900 Woodlake Blvd., Suite 309, Lake Worth, FL 33463, with a copy or notification to Association counsel, Wyant-Cortez & Cortez, Chartered, 840 US Highway One, Suite 345, North Palm Beach, FL 33408, (561.627.0009). Such requests must identify the Lot Owner and Lot address and must be reasonably calculated and reasonably communicated or drafted to place Phipps Village on notice of the need for an accommodation or modification.

4. Estoppels and other transfer-related requests. Association through its agents may charge for statutory estoppel certificates up to the amounts provided by § 720.30851, FLA. STAT. Fees for other documents or requests, including electronic copies of governing documents, lender questionnaires, and affidavits of sufficient funds (provided by counsel) each may be charged separately in an amount equal to the amounts for estoppel certificates as calculated according to § 720.30851. All such charges, if not collected, shall be automatically deemed an Individual Assessment.
5. Collection Policy.
 - a. Late Charges. If any installment of an Assessment or other monetary obligation is not paid within 30 days after it is due, a late charge of \$25.00 shall apply to each such installment or obligation and be charged against the Lot and Lot Owners.
 - b. Applications. No ARC, Lease, or other Applications (except Requests for Reasonable Accommodation) shall be considered complete or received by Phipps Village until, along with any other requirements, all amounts owed to Phipps Village concerning all of the Applicant's Lots are paid in full.
 - c. Settlement. Phipps Village, in its sole discretion, may enter into installment arrangements to assist Owners in satisfying monetary obligations. Such agreements may nor may not permit processing of ARC, Lease, or other Applications prior to payment in full.

LEASING

- Y. Phipps Village's Residency Application Form is incorporated into these Rules; requirements on the form augment Phipps Village's Leasing Rules. Additionally,
 1. Residency Applications must be submitted at least 30 days before the 'move-in' date or Lease commencement date.
 2. Owners must submit a Residency Application for any person who may occupy the Lot (a) for more than 30 days or (b) for any consideration or compensation of any kind.
 3. All leases or occupancy agreements must include and incorporate these Rules and be executed by all Owners and all adult occupants.
 4. Phipps Village does not permit short-term, corporate lodging, or vacation rentals including such occupancies arranged through brokers or web platforms like AirBnB or VRBO.
 5. Owners must be current on all monetary obligations to Phipps Village prior to the approval period beginning.
 6. Owners may not lease or permit non-owner occupancy of a Lot (a) for less than 12 mos., (b) more than once in any 6-mo. period, or (c) during the 1st 24 months after acquiring title.

7. Residents may not sub-lease any Lot. Owners must lease the entire Lot and may not rent out individual rooms. Neither Owners nor Residents may rent out rooms through or participate in any short-term vacation rental services or like arrangements.
8. No more than 4 unrelated people may live in a Dwelling at one time.
9. Owners who intend to permit others to occupy their Dwelling must deposit \$1,500.00 which shall not bear interest to the Owner, with Phipps Village. The deposit may be used by Phipps Village to repair damage to the Common Properties for which the Owner or occupants are liable or to reimburse Phipps Village its related covenant enforcement costs including attorney fees. Phipps Village will return any deposit balance to the Owner homeowner within 30 days after written certification by Owner that all non-Owner residents permanently vacated the Lot.
10. Lease extensions or renewals are considered new leases and must be approved in advance as provided herein; extended or new residency periods must be for at least 12 months. Post-lease month-to-month tenancy is not permitted.
11. Phipps Village will not approve any applicant who fails to meet these criteria:
 - a. Verifiable average monthly income equal to three times the gross monthly rent.
 - b. Credit score of at least 700 as reported on the report ordered by Phipps Village from its selected vendor; no other report will be considered.
 - c. No convictions for:
 1. felonies involving (i) actual or physical harm to persons or property, (ii) sex offenses or offenses against children or animals, (iii) use of a firearm or other deadly force, weapon, or instrumentality, (iv) trafficking, distributing, or manufacturing alcohol, illegal drugs, or controlled substances.
 2. misdemeanors in the five years prior to application.
 3. operating a vehicle, watercraft, or aircraft under the influence of drugs or alcohol.
 4. careless driving, reckless driving, or for speeding more than 20 miles over the speed limit in the previous 5 years.
 - d. No history of materially violating covenants, rules, regulations, by-laws, or other governing documents of homeowners, condominium, or cooperative associations or public housing authorities.
 - e. No evictions, writs of possession, or court-ordered removal from a residence.
 - f. No person required by law or court order in any jurisdiction to register as a sex offender.