Philippe Bay

RULES REGULATIONS AND RESTRICTIONS

November 2018

INDEX

PHILIPPE BAY
RULES, REGULATIONS AND RESTRICTIONS

2018

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PHILIPPE BAY ASSOCIATION

A DEED RESTRICTED, RESIDENTIAL COMMUNITY

RULES, REGULATIONS AND RESTRICTIONS

The purpose of Rules, Regulations and Restrictions is to maintain property values and the desirability of living in a residential community.

Owners, tenants and visitors are required to follow the rules, regulations and restrictions. Owners are held responsible for their tenants and guests.

This document is intended to provide an easy to read and understand version of the Declaration of Covenants and Restrictions (DCR), Bylaws (Bylaws), and Articles of Incorporation (Articles) for Philippe Bay. This document covers the highlights only - refer to the reference for details. Additional helpful information is also provided, and this is information is in italics and noted as "information".

1.	**Animals**	Feeding wild animals, including ducks is against the law. Do not leave pet food or water dishes outside. *Food and water bring pests to the neighborhood and these pests can do a great deal of damage to homes. (Information)* Also – see Pets
2.	**Antennas/Aerials**	No television or radio masts, towers, poles, antennas, aerials, or attachments are allowed except those allowed by law. (DCR 2.8) • *Cable and internet provided by Spectrum and cost is included in the monthly assessment fee. (Information)*
3.	**Architectural Control**	a. The Board of Directors appoint members of the Architectural Control Committee (and all committees) b. The Architectural Control Committee has the authority to: • Approve and deny architectural applications based on compatibility with the governing documents and the appearance of the property as originally developed. (DCR 7.1) • Control and regulate the external appearance of the property in relation to the surrounding property (when considering an architectural application). (DCR 7.2) • Develop, post and rescind rules and regulations regulating the use and appearance of the community (which are enforced by the Association). Rules and regulations must be consistent with the governing documents. (DCR 7.2) c. The committee's prior approval is required for all changes of any nature to (the exterior) of any lot or unit except for direct replacement of items originally installed by the developer. (DCR 7.3) d. Applications must be accompanied by reasonably detailed plans and specifications. Owners submitting applications are entitled to be heard at an Architectural Control Committee meeting. Meeting dates, times, and locations are posted on the message board. All owners are welcome to attend. (DCR 7.4) e. The committee must approve or deny an application within one month or the application is considered approved. Any objection made by an owner regarding a change or a structure of another owner must be made within six months or it is also considered approved. (DCR 7.4) *f. An Architectural Control Application and Approved Products list are available for owners, landscaping included. Contact the property amnager for the application and list of approved material. (Information)*

4.	**Assessments**	a. There are three possible assessments in the Association. Annual, Special and Specific. Owners agree to pay assessments when assuming the title to a lot. Late and/or legal fees apply. (DCR 5.1.) The annual assessment is due on the first of each month. • *An assessment is late if not paid by the 15th and delinquent if not paid by the end of the month. (Information)* b. The purpose of the annual assessment is to cover the costs of operating the Association. (DCR 5.2) c. The details of establishing the amount of annual assessments are found in the Declaration of Covenants (DCR 5.3) d. The annual assessment begins on January 1 or on the first day of the month following the transfer of title. Assessments are prorated according to the date of transfer of title. (DCR 5.8) e. The special assessment is used to pay for capital improvements to the Common Areas. Membership vote is required for special assessments. (DCR 5.5) f. The amount of the annual assessment and the special assessment are paid equally between all lots. (DCR 5.7) g. A specific assessment is paid by an owner to reimburse the Association for expenses arising from discharging any of the duties or rights of the Association under the governing documents if the owner is unresponsive to requests from the Association to maintain and repair. (DCR 5.6) A specific assessment is not a community-wide assessment, it is charged against the applicable lot owner. • *Payment schedule for the specific assessment is determined by the Board. (Information)* • *Contact the property manager to make payment arrangements for regular (monthly) and special assessments. (Information)* h. All sums due the Association including interest, late fees, collection costs and legal fees are secured by a lien on the lot which may be recorded. The lien is established by the Declaration of Covenants and can be activated if any annual assessment is more than 30 days late. The Association may foreclose its lien for delinquent assessments (DCR 5.9) i. An assessment not paid within 30 days after the due date accrues interest at a rate established by the Board of Directors but not less than 12% per year. Owners cannot avoid liability for assessments. (DCR 5.10) j. If a home is foreclosed the owner is responsible for all Association costs relating to the foreclosure process. The Association may purchase the foreclosed home for resale purposes only. (DCR 5.11) k. Voting rights of an owner may be suspended if assessment fees are not paid. (DCR 2.1b)
5.	**Board of Directors**	a. All powers of the Association are exercised under the authority of the Board of Directors (unless otherwise stated). The Board must consist of a minimum of 3 but not more than 9 members – always an uneven number. b. A qualified director (or committee member) is a member in good standing. (Bylaws 11.1) • *A member in good standing has no unresolved violations and is current on all assessments. (Information)* c. Directors serve a one-year term, unless a Director resigns or is removed. (Bylaws III.7). d. A director may be removed from office with or without cause by a majority vote of members qualified to vote at a meeting called for that purpose. (Bylaws III.8)
6.	**Businesses**	a. No trade, business, or profession of any kind may be conducted in, on, or from any lot except limited business or professional activities if the activity is incidental to the primary use of the unit for single family residential purposes, confined solely within the unit, and cannot be seen, heard or smelled by other

		residents. b. No activity can result in a significant increase in pedestrian or vehicular traffic or increase the insurance risk of the other owners or the Association. c. The activity cannot be considered dangerous. d. The selling or leasing of a unit does not constitute a business. (DCR 2.9a – expanded)
7.	**Cabana**	• *Cabana reservations may be made by contacting the property manager. Complete the reservation form and provide a $100 deposit. Deposit is returned if all is in order according to the requirements on the reservation form and the area is inspected after the event.* • *Residents may access the pool and walk through to Philippe Park during your event. (Information)*
8.	**Capital Improvements**	Capital improvements to the Common Area must be approved by membership vote. Repair or replacement of items installed originally by the developer and repair or replacement of Common Area items are not considered capital improvements. (DCR 4.7)
9.	**Common Areas**	a. Owners may use the Common Areas for their intended purpose only. (DCR 2.1) b. Owners may delegate their use of the Common Areas to their tenant and to their guests. (DCR 2.2) c. The Association may charge a reasonable fee for the use of the Common Areas including the cabana. (DCR 2.1a) d. Use of the Common Areas may be suspended for any period in which assessment fees are not paid. (DCR 2.1b) e. Failure to follow Rules, Regulations and Restrictions by an Owner, guest or tenant may result in suspension of the right to use any Common Area or Common Area facility for a period not to exceed 60 days. (DCR 2.1b) f. Prior written consent of the Association is required for any changes to the Common Area. (DCR 2.12) g. No obstruction of the Common Area is allowed. (DCR 2.12a) h. No alteration of the common area is allowed. (DCR 2.12b) i. No activities are permitted except those for which the Common Area is designed. (DCR 2.12c) j. No pets are allowed in the Common Area. DCR 2.10) • *Owners are allowed to walk through the cabana area to Philippe Park. (Information).* k. The Board of Directors, with the assistance of the property manager, manages and controls the Common Areas, and anything related to the Common Areas, and is responsible for keeping everything in good service and repair. The Directors must ensure there is adequate insurance for the Common Areas and related items. (DCR 4.1a & b) • *Always be respectful of homes around these areas – avoid excess noise and never encroach on someone's property without their permission. (Information)*
10.	**Co-ownership**	Co-owners of a unit must agree on how the vote (one vote per lot) is cast. No split vote is permitted. The Association must be notified of who is casting the vote when a lot is co-owned. (DCR 3.3)
11.	**Document Enforcement**	All owners have the right to enforce the documents by any lawful means. (DCR 9.1)
12.	**Easements**	a. See DCR 2.3 for easement details. b. All lots contain easements for utility access and maintenance, drainage, and for neighbor access if a home is not situated on the end of a building. The land belongs to the owner of the lot, but no improvements, structures, including fences, walls and hedges and no large landscape (or landscape that can grow large) may be installed in an easement. No obstruction can interfere with easement rights. The owner does not own any cables, conduits, etc. located

		within the easement. (DCR 2.5) c. Easements granted in the Declaration are attached to and pass with the title to every lot. (DCR 2.4) d. Owners are required to maintain easements. (DCR 2.5) • *The Architectural Control Committee will review any request for any alteration in an easement and strictly enforce the Declaration. (Information)*
13.	**Extraordinary Action**	a. Certain actions of the Association require the approval of a super-majority of the members of the association. (DCR 3.4) • *A super-majority is a vote of 51% or more of the membership (in person or by proxy). (Information)* b. Extraordinary actions include (but are not limited to): Borrowing, dedications, reorganization, capital improvements to the common area, acquisition of a lease or use rights in other lands for the benefit of owners and mortgaging of the Association's property. (Articles of Incorporation 4.2h-j.)
14.	**Fences**	a. Front Yard: No fences, walls, storage areas or structures of any type may be erected in the front yard. (DCR 2.9b) b. Rear Yard: Fences must be six feet high. Location, color, type, quality, and design require Association approval. Fences must be painted or stained in Philippe Bay brown. (DCR 2.9c) c. Side Yard: No fence, walls, storage areas or structures of any type may be erected in the side yard. A fence is allowed in the side yard to maintain privacy, with Association approval. (DCR 2.9d) d. General: There are specifications for fences in Philippe Bay. All fencing is governed by the Declaration of Covenants, a Fence Resolution and Approved Architectural Products. e. Owners are responsible for the fence placed on their property or their lot line. The Association is responsible for fence placed on the Common Areas (see Fence Resolution dated and recorded 8/24/2015). f. An Architectural Application must be submitted prior to erecting or removing any fence, including replacement fencing, on a lot. (DCR 6.1) • *Fencing also requires a permit from the City of Safety Harbor if more than two sections require replacement. (Information)*
15.	**Governing Documents**	• *Articles of Incorporation (Articles) provide the legal basis for the Association as a non-profit corporation and contain information about the Association including the official name, location and purpose. (Information)* • *Bylaws contain information about the management and administration of the corporation by the Board of Directors. (Information)* • *Declaration of Covenants, and Restrictions (Declaration) contains the deed restrictions governing owner use and responsibility, owner restrictions, Board responsibility and authority. (Information)* a. Provisions in the Declaration of Covenants control anything in the Articles or Bylaws that may conflict. Rules, Regulations and Restrictions amplify the governing documents but do not substantially amend or alter the rights or obligations of owners. (DCR 3.5)
16.	**Insurance**	a. Each owner must keep insurance for the unit owned and send a copy of the declaration page to the management company within 15 days of each renewal period. (DCR 6.2) • *The Association maintains insurance for the common areas and related equipment. (Information)*
17.	**Landscaping**	The landscaping installed originally by the developer must be maintained and nurtured and may not be altered without approval. No hedges higher than 4 feet are allowed. (DCR 2.9b(ii) c(ii)
18.	**Leasing**	*Tenants must receive a copy of the governing documents, a copy of the Rules, Regulations and Restrictions, and the pool key. Tenants should be told the cost of*

		replacing a key. (Information)
19.	**Maintenance**	a. Philippe Bay is a deed restricted homeowners association. The association does not provide maintenance to individual lots and homes. b. Owners must maintain, replace and repair everything on the exterior of the unit at their own expense including any replacement or repair due to theft or vandalism. This includes lawn care and landscaping. The property must be kept in substantially the same condition as originally developed. (DCR 6.1) c. Owners are financially responsible for any damage done to other units or the common areas resulting from the owner's failure to maintain. (DCR 6.1a) d. The Association can enter the exterior of property if an owner fails to maintain the property according to the Declaration of Covenants and for any other reason relating to exercising its responsibilities and duties under the governing documents. Reasonable notice must be provided to the owner. (DCR 4.8 and 6.1b) e. After a vote of approval of 75% of the Board of Directors the Association may enter a lot to repair and maintain if the owner fails to maintain the unit according to the Declaration of Covenants. The owner will be specifically assessed for any associated costs due to the owner's failure to respond to violation notices. (DCR 4.2) f. The Association cannot enter a unit without the owner's consent or legal authority unless there is an emergency and then only to prevent personal injury or damage to the Common Area. An owner cannot refuse admittance to the Association when it is exercising any duty or responsibility granted by the governing documents. Reasonable notice must be provided whenever possible. (DCR 4.8)
20.	**Meetings**	a. There are three types of meetings; Regular (business) Meetings, Annual Meetings and Special Meetings. Meeting descriptions and requirements can be found in the Bylaws. b. A quorum must be established for an Annual or Member meeting. A quorum is met when 50% of the membership is represented in person or by proxy. (Bylaws II. 7)
21.	**Membership**	a. Every person who holds the record fee simple title, or any recorded undivided fee simple interest to any lot is a member of the Association. (Articles of Incorporation: Article 5) b. Owners of more than one lot are entitled to one membership for every lot owned. Membership is attached to the lot owned and passes to the owner holding the title of the property. (DCR 3.1)
22.	**Noise**	a. Offensive, annoying activities or any activities causing a nuisance to other residents are prohibited. (DCR 2.13) *b. The City of Safety Harbor Code for excessive noise prohibits (in part) any loud raucous noise that will disturb others between 10 pm and 7 am. (Information).* c. *Call the sheriff at 911 if you are disturbed or call the non-emergency sheriff's number at 727-582-6200. (Information)*
23.	**Ownership Rights**	All rights are limited to owners. Rights to the common areas include any person lawfully occupying an owner's property. (DCR 2.15)
24.	**Parking**	a. Owners and tenants may park permitted vehicles on a regular basis only in the driveway, garage, street, or pull off parking areas. (DCR 2.6) b. Guests and visitors may park on the street or pull-off parking areas. (DCR 2.6) c. Vehicles (including service vehicles) may not block driveways, restrict emergency vehicles, block sidewalks or in any way impede traffic. (DCR 2.6) d. Parking on the grass is not allowed (DCR 2.7) *Do not block the drainage swale with the wheels of your vehicle (Information).*
25.	**Party Walls**	a. General rules of law apply to party walls (and fences). Responsibility and cost of maintenance, repair and replacement is shared by owners on both sides of the party wall (or fence). Each owner is responsible for *maintaining their side of the wing wall.* Failure to maintain is resolved according to law. Maintenance of the

		metal cap on the wing wall is shared equally by both Owners. (DCR 8.1) • *A party wall is defined by law as a wall (or fence) located on the lot line between two connected buildings and mutually supporting the buildings of different owners. A party wall is mutually maintained by both owners. (Legal dictionary) A party wall is not defined by the roof overhanding the wall. (Information)* • *Wing walls are party walls located on the lot line between two units but not necessarily connecting the units. (Information)* b. A party wall destroyed by fire or other casualty and not covered by insurance may be restored by the owner who has used it and paid for by those who have used it in proportion to use. (DCR 8.3) c. If an owner willfully causes a party wall to be exposed to the elements, that owner is responsible for all damage and repair to the party wall and to any other unit affected. (DCR 8.4) d. If there are vents, pipes, etc. within a party wall, the owners using these easements are responsible for maintenance, repair and replacement. (DCR 8.6)
26.	**Pets**	a. Two domestic pets defined as dogs, cats, and caged birds are allowed (per lot). No other pets of any kind, or more than a total of two domestic pets are permitted on any lot. (DCR 2.10) b. No livestock and no breeding of animals for commercial purposes in the Association. (DCR 2.10) c. No pets are allowed in the Common Area (DCR 2.10) • Owners *may walk their pets through the cabana area to Philippe Park. (Information)* d. Pets may not be dangerous or a nuisance. (DCR 2.10) • *All pets must be inoculated as required by law. (Information)* e. All dogs must be kept on a short, hand-held leash when they are being walked. No pets shall be permitted to roam free on the property (Florida Law) (unless in a completely enclosed yard). f. Residents are responsible for picking up all excrement deposited by any pet on the property and lot immediately. Failure to pick up and properly and promptly dispose of such excrement shall be prima facia evidence that such pet is causing an unreasonable disturbance, annoyance or nuisance. g. The association has the right to adopt additional rules and regulations relating to the keeping of pets on the property. (DCR 2.10)
27.	**Pond**	a. The pond (wetlands) is off limits in all cases. No activity is permitted in or on the pond. (DCR 2.12e) • *Alligators are intermittently present in and around the pond. Do not disturb, tease, feed or otherwise annoy an alligator – it is dangerous and against the law. Let the property manager know immediately if you see an alligator. (Information)*
28.	**Pool**	a. Pool rules are posted at the pool and must be followed by owners, tenants and guests for everyone's health and safety. (DCR 2.12c) • *The pool gate must be closed and locked when entering or exiting the pool area. (Information)* • *Residents live around the pool and cabana; keep noise to a minimum. (Information)* • *To replace a lost pool key, contact the property manager. A replacement key is $100. (Information)*
29.	**Prohibitions**	a. No illegal substance can be kept or stored on the property. (DCR 2.13) b. No offensive, obnoxious, destructive or offensive activity is permitted anywhere within the property. (DCR 2.13)
30.	**Proxies**	a. Proxies must be signed and automatically expire 11 months from the date signed unless otherwise revoked or by transfer of title. (Bylaws II.11) b. No member may hold more than five proxies. (DCR 10.4)
31.	**Rules and**	a. The Association has the right to adopt, alter, amend, rescind, and enforce

	Regulations	reasonable rules and regulations governing the use of lots, and the Common Area for its intended purpose or activity. (DCR 2.1d) b. Rules and Regulations must be consistent with the governing documents (DCR 4.3) c. No owner or person occupying the property may violate the Association's rules and regulations for use of the property. (DCR 2.14) • *Owners are held responsible for tenants and guests. (Information)*
32.	**Selling**	*Buyer must receive a copy of the governing documents, a copy of the Rules, Regulations and Restrictions, and the pool key. Buyers should be told the cost of replacing a key. (Information)*
33.	**Sewer/Water**	• No wells and no septic systems allowed. (DCR 2.11) • *Sewer and water service are provided by the City of Safety Harbor. (Information)* • *Owners arrange and pay for their own sewer and water service through the City of Safety Harbor. (Information)*
34.	**Signs**	a. Signs of any kind are not allowed to be displayed to public view within the property except for house numbers and a lawn sign no larger than 4 sq. feet in size advertising a lot for sale or lease. (DCR 2.12d) • *Small temporary lawn treatment signs and one security sign no larger than two sq. feet in size are permitted. (Information)* • *Board meeting signs are posted in the common area. (Information)*
35.	**Termite Protection**	Each owner must have his unit inspected for termites and obtain a bond (proof of inspection) each year stating inspection and treatment (if necessary) have been completed. (DCR 6.3)
36.	**Trash**	a. Owners arrange and pay for their own trash collection from the City of Safety Harbor. b. No trash, garbage, yard waste or any waste material may collect or be stored within the property except within sanitary containers concealed from view until collected by the City. (DCR 2.10) • *Do not block the sidewalk with your trash. Do not place yard waste on common ground (the area between the sidewalk and the street) until pick up date. Do not blow yard debris into the street. (EPA) (Information)* • *Contact the Sanitation Supervisor at 727-724-1550 with questions (Information)*
37.	**Units - Exterior**	a. No alteration or modification may be made to the exterior appearance of a unit. (DCR 2.7) b. Window air conditioners are not allowed. (DCR 2.7) c. Additions are not allowed. (DCR 2.7) d. Broken windows and doors may be replaced with windows and doors of the same style and equal or greater quality as originally installed as part of the work. (DCR 2.7) e. Cream (white) windows frames on stucco and brown window frames on siding. Brown tinting of glass. Black screens. (Approved Architectural Products) f. No construction of parking areas in yards. (DCR 2.9b(iii) g. Architectural Control Application and approval are necessary to insure consistency in the community. (DCR 2.7) h. Any items or structures in the rear yard must not be visible from the exterior of the lot. All structures require Association approval. Architectural Control Application required. (DCR 2.9c(iii) • *Walls inside the lanai may be painted cream or brown (Information)*
38.	**Vehicles**	a. Only functional passenger automobiles, vans, motorcycles, and trucks of one-half ton capacity or less (permitted vehicles) are allowed on the property on a regular basis. (DCR 2.6) b. Permitted vehicles may be repaired or serviced on the property if work is completed within 48 hours. (DCR 2.6) c. Boats, trailers and other restricted vehicles are not allowed on the property unless

		kept in a garage. (DCR 2.6) d. Trucks etc., normally restricted from the property, are allowed temporarily when providing service to a home. • *Service vehicles may not block driveways, traffic or emergency vehicles. (Information)*
39.	**Voting**	Members must be owners and owners are entitled to one vote per lot owned. (DCR 3.2) • *To vote the member must be in good standing with no unresolved violations and the owner must be current on all assessment payments (Information)*
40.	**Yards Defined**	a. Definition of the front yard area is provided in DCR 2.9b b. Definition of rear yard area provided in DCR 2.9c c. Definition of side yard area provided in DCR 2.9d

Questions/Concerns regarding the governing documents or any issue in the community may be addressed by contacting the property manager listed in "Philippe Bay Contacts"

Board of Directors Progress Report 2018

- Assessments are now being paid in a timely manner thanks to the management company hired by the Board of Directors in October of 2017. Overdue assessments have been reduced from a $20K+ deficit to less than $1K, stabilizing the Philippe Bay budget. The Board has been able to move forward with several needed projects, begin to maintain the common areas as mandated in the governing documents, and pay the everyday bills of the community, such as water, sewer, trash, and other services contracted by the community.
- Installation of the cabana floor and the new frame and secure pool gate to the pool, as well as repairs to the storage shed have greatly improved the cabana and pool area making them safe and attractive for residents.
- Sweet Treats, a community social event initiated by the Board of Directors and organized by two community volunteers is held regularly and bringing the community closer together.
- A message board, built by a community volunteer and installed at the beginning of the board walk to the pool and cabana, makes it easier for residents to read the news of the community.
- Drainage evaluation in the common areas of the property has continued. A problem area behind the tennis courts has been resolved and a drainage swale restored in the area.
- The Board of Directors has hired a new attorney for community.
- Three difficult legal situations have been resolved, bringing attorney fees down to zero dollars. Unfortunately the current drainage lawsuit, filed by an owner against the community has resulted in legal fees for the community once again.
- Pest control continues to be discussed. The Board of Directors must abide by the governing documents but is seeking ways to minimize the cost to owners while offering the best protection.
- Pool heaters were researched, and a reasonable bid obtained – the Board of Directors is soliciting community input prior to expending the necessary funds to purchase new pool heaters.
- Veteran's Landscaping has replaced the former landscaping company. Veteran's takes pride in the appearance of Philippe Bay and is going above and beyond to take care of the community.
- A firm was hired to maintain the neglected trees in the community common areas, cutting out dead wood, invasive plants, trimming palms and performing other tree maintenance necessary to preserve the beautiful trees on Philippe Bay common property for the enjoyment of all.
- Rules, Regulations and Restrictions were reviewed and expanded – workshops were held to solicit community input. The new version references the governing documents of Philippe Bay, highlighting the important points in easy to understand language. All owners will receive a copy of the newly formatted Rules, Regulations and Restrictions.
- A very successful community garage sale was organized by a community volunteer.
- Handbooks were created for each member of the Board of Directors. The handbooks will be passed to new members of the Board to help continuity from Board member to Board member each year.
- The cable contract was renewed. The best possible contract was negotiated to save the community as much money as possible for services provided. The cost for cable is included in the monthly assessment. There is no provision for "opting out" of this expense.
- For many years the owner of the property on the corner of Bayshore Court and Parkside Lane has been paid a rental fee for the parking pad located there. A contract has not been uncovered for this arrangement, forcing the Board of Directors to re-evaluate the situation.
- New firms are being considered to maintain the pond in better condition. Dredging may be necessary to keep the pond healthy.
- A website was created www.philippebayhoa.com for owners to access information.
- The private gate to Philippe Park is being replaced with a lock that will function better for the community.