

STOTESBURY VILLAGE HOMEOWNERS ASSOCIATION, INC.

AMENDED & RESTATED RULES AND REGULATIONS **(Effective September 5, 2023)**

APPLICABILITY; ENFORCEMENT; RESIDENTIAL USE ONLY

1. Applicability and Enforcement. These Rules apply to all Owners, tenants, home-occupants, visitors, and contractors. Association may enforce these Rules by various and cumulative means, including levying fines, suing for injunctive or declaratory relief, and seeking damages. Remedies specific to a violation of these Rules also may be sought, including, for example only:
 - 1.1. Vehicles parked in repeated violation of these Rules may be towed or booted.
 - 1.2. 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.
 - 1.3. For unapproved architectural/exterior modifications an Owner refuses to correct, Association may enter the Lot and make such corrections at the Owner's expense.
2. Fines. Fines are levied under ch.720, Florida Statute, and the Amended and Restated Declaration, which provides for fines to be levied for each violation or per day for each continuing violation. *For instance, an Owner failing to cure*
 - 2.1. *a dirty roof,*
 - 2.2. *yard debris in view outside the garbage Collection Period, and,*
 - 2.3. *damaged garage door*

could be subject to potentially three separate fines even if noticed to the Owner simultaneously; similarly, each fine may be levied daily.
3. 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.
4. 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 Stotesbury Village residents.

UNDERSTANDING THESE RULES

5. 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.
6. 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.
7. These Rules are self-operating, and Owners, Members, Tenants, and Residents must comply with them without prompting by Stotesbury 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 Stotesbury Village or its community association manager. Submitting ARC application, 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) violate these Rules. Likewise, committing a violation such as damaging the Common Areas and failing to report such damage, potential or real, to Stotesbury Village violates these Rules.

ARCHITECTURAL REVIEW AND APPROVAL

8. Without prior Stotesbury Village and Olympia Master ARC approval, no Person may erect, plant, place, install, hang, replace, or remove any Improvements, including:
 - 8.1. buildings
 - 8.2. walls
 - 8.3. fences
 - 8.4. ornaments
 - 8.5. sculptures
 - 8.6. roof tiles
 - 8.7. signs
 - 8.8. mailboxes
 - 8.9. landscaping
 - 8.10. plantings
 - 8.11. swimming pools
 - 8.12. tennis courts
 - 8.13. basketball structures
 - 8.14. outside lightings
 - 8.15. screen enclosures
 - 8.16. driveways
 - 8.17. sidewalks
 - 8.18. sewers
 - 8.19. drains
 - 8.20. water areas
 - 8.21. outdoor play equipment
 - 8.22. antennae and dishes
 - 8.23. aerials & weathervanes
 - 8.24. poles (incl. flagpoles), or
 - 8.25. electronic devices (incl. generators, batteries, exterior electric vehicle charging outlets)
 - 8.26. energy devices (incl. clotheslines and solar panels, roofs, & other collectors),
9. ARC may approve signs not exceeding one sq. ft. indicating the Lot address and Occupants' name(s).
10. Regarding temporary birthday, graduation, and similar congratulatory signs, Residents are cautioned that such signs may not comply with the Olympia Master Declaration, but such signs are not *per se* violations of these Rules.
11. 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 or violates the Palm Beach County or Village of Wellington Code of Ordinances.
12. Owners and Tenants must store personal property within the Lot's home or ARC-approved enclosures except for outdoor furniture or play equipment in good condition.
13. Owners and Tenants may use an ARC-approved clothesline airing or drying laundry only if screened from view from other Lots and Common Properties.
14. Whenever replaced or required to be replaced, hedges at the front of the Lots on Stotesbury Way must be replaced with a clusia hedge and maintained at a height determined by the Board but not to exceed 6' tall.
15. Roof replacement tiles must be solid colors (no blends) and, like other architectural changes, must be submitted for approval in advance.
16. Driveways may not be stained or painted except for driveways stained or painted before September 5, 2023, which driveways must be maintained in good condition. Driveways may be sandblasted with ARC approval.
17. Despite ¶¶8 through 16 above, Owners and Tenants, without prior approval but still subject to ARC review, may:
 - 17.1. display ornaments and lights commemorating a holiday during and for a reasonable time before and after the holiday,
 - 17.2. replace a mailbox with an identical model without prior ARC approval,
 - 17.3. install security cameras,

- 17.4. signs provided by the Owner's or Tenant's security service contractors,
 - 17.5. temporarily place (*permanent installation requires prior ARC approval*), no more than two flags each not larger than 4½'x6' from the list of flags contained in §720.304(2)(a), FLA. STAT. (2023).
 - 17.6. replace annuals (seasonal and annual flowering plants).
18. Stotesbury Village may approve ARC applications with conditions precedent or supplement such as payment of all monetary obligations to Stotesbury Village, reimbursement for enforcement costs, including reasonable attorney's fees and costs, or obtaining other Lot Owner approval.

DWELLING OWNER LANDSCAPING AND OTHER MAINTENANCE

19. Generally. Owners must "maintain in a neat, sanitary and attractive condition, and to repair, replace and restore" the Lot *and adjacent areas*¹, which Stotesbury Village deems to include,
- 19.1. Preventing unsightly objects on the Lot,
 - 19.2. Keeping all Improvements, including the home and landscaping in good, safe, clean, and attractive condition,
 - 19.3. Regularly and adequately treating, fertilizing, trimming, weeding, cleaning, mulching, irrigating, and replacing (as necessary) lawn, trees over 14 feet in height, hedges, and beds,
 - 19.4. Inspecting for mold and cleaning it as soon as its visible,
 - 19.5. 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,
 - 19.6. Inspecting for wood-rot, and repairing or replacing door frames, fascia, fences, and other wood surfaces, and,
 - 19.7. Cleaning and ensuring pools, spas, and hot tubs circulate and are operable.
20. "Yard Waste" includes all cuttings, leaves, limbs, stumps, debris, and other vegetation or landscape by-product.
- 20.1. Yard Waste generated by Lot Owners directly must be removed from Stotesbury Village the same day or removed to a place out of view in the backyard, side yard, or garage until no more than 2 days before the garbage Collection Period.
 - 20.2. Yard Waste generated by landscape and lawn maintenance contractors must be removed from Stotesbury Village by the end of each day such work is performed.
21. Garbage, recyclables, and bulk.
- 21.1. Owners and Tenants must (1) place all garbage in plastic bags and then place such bags and recyclables inside Wellington-approved containers, and (2) keep all garbage, bags, recyclables, bulk items, and containers out of view from the street, Common Properties, and other Lots, except immediately neighboring Lots, except during the Collection Period.
 - 21.2. Collection Days are for (a) regular garbage are Tuesdays and Fridays; (b) recyclables are Tuesdays; and (c) bulk (e.g., appliances, small furniture, palm fronds) are on Fridays.

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.

- 21.3. The Collection Period is from 6 pm the day before a collection day (Tuesday or Friday) until 8 pm on the Collection Day. Garbage, recyclables, and bulk, including yard waste, must not be placed near the street, in the front yard, or, for corner Lots, the side yard before the Collection Period and must be removed by the end of the Collection Period.
- 21.4. Large furniture, appliances, or piles of landscape debris will not be picked up by ordinary collection. Residents must contact SWA to pick up this non-conforming waste and otherwise comply with Palm Beach County Ordinance No. 2019-022 (See SWA Service Guidelines (<https://swa.org/214/Service-Guidelines>)).
- 21.5. No garbage, recyclables, bulk, or yard waste may be placed or stored on the Common Areas.
22. Mailboxes and House Numbers. Owners must maintain, repair, and replace their Lot's mailbox and may repair or replace a mailbox with an identical model without prior ARC approval, but subject to ARC review. The preferred supplier of Association-approved mailboxes is South Florida Mailbox (<https://southfloridamailbox.com>). House numbers must be above the garage door, clean, and visible from the street.
23. Storm Preparation. Owners and Residents must remove storm shutters, fabric, boarding, and other non-permanently installed storm protection within 14 days after tropical-storm-force winds cease following a storm event (as that term is used in Village of Wellington Code of Ordinances) in Stotesbury Village. Owners and Tenants absent from Lot for over seven days must:
- 23.1. Prepare for hurricanes or other windstorms by removing all furniture, plants, and other movable objects from porches, terraces, patios, or elsewhere on the Lot,
- 23.2. Designate and identify to Association a qualified Person, subject to Association approval, to care for the Lot should it suffer windstorm damage ("Caretaker"), and,
- 23.3. Obtain Stotesbury Village approval before installing or removing hurricane shutters.
24. Roofs. Owners must maintain, clean, repair, and replace their roofs. Roofs must be cleaned in a manner that does not damage shingles. All roof repairs and replacements must be approved by the Board.
25. Driveways. Driveways must be kept in good condition and appearance, clean and free of oil and rust stains. Solvent to remove oil and rust stains is available at local home improvement stores. Driveways must not be used for vehicle maintenance except for minor repairs.

NUISANCE, DAMAGES, AND INTERFERENCE

26. Nuisance. 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.
27. False Information. No Owner, Tenant, or other Person shall submit an ARC application, Lease application, or other request 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).
28. Damages. No Owner, Tenant, or other Person shall damage Common Areas, Association Property, or other Lots. Nor shall any Owner, Tenant, or other Person fail to promptly report such damage to Stotesbury Village, whether such damage was intentional, accidental, or otherwise.
29. Interference. No Owner, Tenant, or other Person shall interfere with Stotesbury Village's community association manager/company, landscapers, vendors, contractors, or other contractual or business relationships. Interference includes impeding work, attempting to give directions or instructions, falsely

representing oneself as having authority to act or speak on Stotesbury Village's behalf, or threatening or otherwise meddling with work or services contacted by Stotesbury Village.

ANIMALS

30. Owners and Tenants may only keep household pets, such as dogs and cats, but must:
- 30.1. Not allow any animals to roam free outside the Lot's home or disturb other Owners', Tenants', or Persons' peace, comfort, or safety,
 - 30.2. Keep all animals on a leash or in an enclosed rear yard,
 - 30.3. Not allow any animal to be a nuisance to other Owners, Tenants, or Persons,
 - 30.4. Promptly remove and properly dispose of animal waste, and,
 - 30.5. Not breed or sell animals within Stotesbury Village.

WATERCRAFT, VEHICLES, OTHER MOVABLE OBJECTS, AND PARKING

31. Owners, Tenants, and other Persons:
- 31.1. Must keep any commercial or recreational vehicles totally enclosed in a garage and not visible from the outside, except that Owners and Tenants may keep or allow
 - 31.1.1. commercial vehicles temporarily from 7 am to 7 pm as necessary for services to the Lot,
 - 31.1.2. commercial vans and pickup trucks whose outside lettering is concealed to the satisfaction of Master Association and Village Association,
 - 31.1.3. boats which are permitted, utilized, and stored on the Lot per the Master Declaration.
 - 31.2. Must not park, place, or allow any vehicle or object
 - 31.2.1. on the Lot, driveway, or sidewalk which interfere with pedestrian travel on the sidewalk,
 - 31.2.2. on landscaped portions of Lots or Common Property areas,
 - 31.2.3. on the street,
 - 31.2.4. in any place which, alone or combined with other vehicles or objects, would obstruct emergency vehicles, or
 - 31.2.5. that is inoperable; has missing, flat, or visibly under-inflated tires; not currently registered or missing a valid registration sticker and license plate; missing exterior parts; is damaged; or otherwise, is an eyesore.
 - 31.3. Must not construct, reconstruct, or repair any vehicle or other object unless totally enclosed in a garage, not visible from the outside, and not causing unreasonably loud noise or any noise after 10 pm.
 - 31.4. Must not keep, operate, or allow any vehicles, including motorcycles and mopeds, without installed and employed effective sound muffling devices; and,
 - 31.5. Must not interfere with the Association towing any vehicle in violation of the Declaration or Rules.
 - 31.6. Must (i) not operate any vehicle faster than 15 miles per hour and (ii) must comply with all traffic control devices.
 - 31.7. Must not place dumpsters, dumpster bags, temporary storage containers (like PODS®), or similar containers without prior Association approval, which approval is subject to the Association's discretion and the payment of a \$500.00 deposit (generally, such containers will only be permitted to remain for 5 business days).

ADMINISTRATION

32. Official Records Inspections.

- 32.1. All requests to inspect the Official Records (“Inspection Requests”) must be in writing and mailed to Stotesbury Village Homeowners Association, Inc., Attn: Official Record Inspection Requests, % GRS Community Management, 3900 Woodlake Blvd., Suite 309, Lake Worth, FL 33463.
- 32.2. The Owners of each Lot, collectively, may inspect the Official Records no more frequently than every fourteen days.
- 32.3. Inspection Requests must include three proposed dates on business, non-holiday weekdays no earlier than five days after the Owner sends the Inspection Request.
- 32.4. 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.
- 32.5. Stotesbury Village may provide some Official Records on the Internet or, occasionally, 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 ¶ 32.1 through 32.4 above.

33. Meetings.

- 33.1. Participation. Each Member may speak for 3 minutes at each Members’ Meeting or Board Meeting. In the Board’s sole discretion, the presiding officer may recognize one or more Members for longer than 3 minutes. Members may be required to state their full name and Stotesbury Village address or complete a sign-in form prior to speaking.
- 33.2. Location. Stotesbury Village generally will hold Meetings at the Villa Olympia Clubhouse. However, at the Board’s sole discretion, Meetings may be held via remote conferencing software or services widely and freely available to the Members instead of or besides Meetings held physically at the Villa Olympia Clubhouse. Absent a Board decision, the president may call such remote meetings of the Board and Members. Stotesbury Village may limit the number of physically present Meeting participants.
- 33.3. Recording. Members may make video and audio recordings of Meetings if written notice of the intent to record is received by US Mail at Stotesbury Village Homeowners Association, Inc., % GRS Community Management, 3900 Woodlake Blvd., Suite 309, Lake Worth, FL 33463, at least 5 days before the time Stotesbury 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 the Owners of a Lot when any of the Lot’s Owners violate this rule, which action is cumulative to other remedies available to the Association.
- 33.4. 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

Stotesbury Village, including unlawful discrimination. Even if not removed or muted, the foregoing behavior is a *per se* violation of these Rules.

34. Fair Housing. Requests for Reasonable Accommodation from these Rules or Reasonable Modifications should be submitted to Stotesbury 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 Stotesbury Village on notice of the need for an accommodation or modification.
35. Collection Policy.
- 35.1. Late Charges. If any Assessment installment is not paid within 30 days after it is due, a late charge of the greater of \$25.00 or 5% of the Assessment due shall apply to each such installment and be charged against the Lot and Lot Owners.
- 35.2. Applications. No ARC, Lease, or other Applications (except Requests for Reasonable Accommodation) shall be considered complete or received by Stotesbury Village until, along with any other requirements, all amounts owed to Stotesbury Village concerning all the Applicant's Lots are paid in full.
- 35.3. Settlement. In its sole discretion, Stotesbury Village may enter installment arrangements to assist Owners in satisfying monetary obligations. Such agreements might permit the processing of ARC, Lease, or other Applications before payment in full.

RESIDENCY AND PROPERTY TRANSFERS

36. Stotesbury Village's Residency Application Form is incorporated, by reference, into these Rules; requirements on the form augment Stotesbury Village's Residency and Property Transfer (RaPT) Rules. These RaPT Rules apply to any residency or transfer of a Lot or Home within Stotesbury Village whether such residency or transfer is occasioned by, documented as, or related to any lease, occupancy agreement, deed, agreement for deed, private mortgage, certificate of title, sheriff's deed, or other instrument or even unwritten agreement to occupy or transfer such Lot or Home. Additionally,
- 36.1. RaPT Applications must be submitted at least 30 days before the earlier of the 'move-in' date, Lease commencement date, Purchase/Sale Closing Date, or any other date on which possession, occupancy, ownership, or other partial or full real property interest in Lot or Home is proposed to change. If a Lot or Home is transferred due to any forced judicial, inheritance, or similar transfer in which the Owner does not execute a deed or conveyance, application must be made within 14 days of such forced sale and the transfer or occupancy shall remain subject to the Board's approval.
- 36.2. Owners must submit a RaPT Application for any person who may (1) occupy the Lot (a) for over 14 days or (b) for any consideration or compensation of any kind or (2) obtain any possessory, homestead, ownership, or other partial or full real property interest in the Lot or Home.
- 36.3. Application Criteria. Stotesbury Village will approve no applicant for Residency or Property Transfer who fails to meet these Application Criteria:
- 36.3.1. Credit score of at least 680 as reported on the report ordered by Stotesbury Village from its selected vendor; no other report will be considered.
- 36.3.2. No history of materially violating covenants, rules, regulations, by-laws, or other governing documents of homeowners, condominium, or cooperative associations or public housing authorities.

- 36.3.3. No convictions, guilty pleas, or pending charges for:
 - a. 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.
 - b. operating a vehicle, watercraft, or aircraft under the influence of drugs or alcohol (i) within the last five years or (ii) more than twice ever.
 - c. misdemeanors or traffic citations for careless driving, reckless driving, or speeding more than 20 miles over the speed limit in the previous 5 years.
- 36.3.4. No evictions, writs of possession, or court-ordered removal from a residence.
- 36.3.5. No person required by law or court order in any jurisdiction to register as a sex offender.
- 36.3.6. Absence of circumstances requiring waiver of a criterion to avoid violation of Florida or federal fair housing law.
- 36.4. Additional RaPT Rules specific to Leases and Occupancy Agreements.
 - 36.4.1. In addition to all other Application Criteria, Stotesbury Village will approve no applicant who fails to demonstrate verifiable average monthly income equal to three times the gross monthly rent.
 - 36.4.2. All Leases or occupancy agreements must include and incorporate the StotesburyVillage.ResidencyAddendum.2023 executed by all Owners and all adult occupants.
 - 36.4.3. Stotesbury Village does not permit short-term, corporate lodging, or vacation rentals, including such occupancies arranged through brokers or web platforms like Airbnb® or VRBO®.
 - 36.4.4. Owners must be current on all monetary obligations to Stotesbury Village before the approval period begins. In its sole discretion, Stotesbury Village may enter into agreements with the Lot Owner or prospective occupants/transferees to permit application approval before, but conditioned on, satisfying monetary obligations.
 - 36.4.5. Owners may not lease or permit non-owner occupancy of a Lot (a) for less than twelve months nor (b) more than once in any 12-month period, or (c) during the 1st twenty-four months after acquiring title.
 - 36.4.6. Two consecutive early terminations of a lease or occupancy agreement without good cause permitted under the Declaration will constitute grounds for future residency disapproval.
 - 36.4.7. No Lot may be sub-leased. 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.
 - 36.4.8. Owners who intend to permit others to occupy their Dwelling must deposit \$1,500.00 which shall not bear interest to the Owner, with Stotesbury Village. The deposit may be used by Stotesbury Village to repair damage to the Common Properties for which the Owner or occupants are liable. Stotesbury Village will return any deposit balance to the Owner within 30 days after written certification by Owner that all non-Owner residents permanently vacated the Lot.
 - 36.4.9. Lease extensions or renewals are considered new leases and must be approved in advance as provided herein. Month-to-month tenancies following a minimum 12-month term lease to the same tenants are permitted but each 12-month period of month-to-month tenancy will be considered a new lease which must be approved in advance as provided herein.