

SHAUGHNESSY VILLAGE HOMEOWNERS ASSOCIATION, INC.

AMENDED & RESTATED RULES AND REGULATIONS

(Effective October 26, 2021)

APPLICABILITY; ENFORCEMENT; RESIDENTIAL USE ONLY

1. Applicability and Enforcement. These Rules apply to 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:
 - a. Vehicles parked on Common Areas in violation of these Rules may be towed or booted after 24 hours notice to the owner or stickering of the vehicle (except where there is an active risk to life safety, the vehicle is preventing ingress or egress or the vehicle is a repeat offender of a violation that was previously noticed or stickered in which instances the vehicle may be towed immediately).
 - b. 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.
 - c. 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.

Every Owner and his family, tenants, guests, invitees and agents shall comply with all provisions of the Declaration, the Articles and Bylaws and all rules and regulations of the Association, as the same now exists or may hereafter be adopted by the Board of Directors. The Association may impose fines against any Owner for any violation of the Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations, and the ARC Guidelines, as amended from time to time and/or violations of law. The amount of any fine shall not exceed \$100.00 per violation, or such other amount as is permitted by law, whichever is higher. For any violation of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, or the ARC Guidelines, that is of a continuing nature the fine shall not exceed \$100.00 per day up to a maximum of either \$1,000.00 or the highest amount allowed by applicable Florida Statutes, as they may be amended from time to time, whichever is greater, and any such fine may be the basis of a lien against a Lot and shall be collectable, lienable and foreclosable the same as an unpaid assessment under this Declaration

Prior to the Board of Directors levying a fine or suspension against an Owner, tenant or guest for a violation of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, or the ARC Guidelines, the Association may, but shall not be obligated to provide the Owner, tenant or guest with a written warning notice and an opportunity to cure for those violations that are of a continuing nature.

Any fine or suspension shall first be levied by the Board of Directors and once a fine or suspension is levied by the Board of Directors but before imposed against the Owner, tenant or guest, the Association shall send to the Owner, tenant or guest at least 14 days written notice and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board of Directors who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee. If the committee, by a majority vote, does not approve of a proposed fine or suspension, it may not be imposed against the Owner, tenant or guest. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board of Directors. If a fine or suspension is confirmed by the committee then the Association must provide written notice of the fine or suspension by mail or hand delivery to the Owner, tenant or guest before it may be imposed and once so imposed, a fine is due and payable within 10 days of the date of the written notice.

The foregoing notice and committee hearing requirements shall not apply to those suspensions for which Florida Statute 720, as it may be amended from time to time, dictates that a notice and hearing before a committee is not required.

The fines provided for herein shall not be construed to be an exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

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 para-professionals. 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 and/or vehicles coming to the Lot, and (3) has no adverse effect upon other Shaughnessy 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 Shaughnessy 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 Shaughnessy 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 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 Shaughnessy Village violates these Rules.

ARCHITECTURAL REVIEW AND APPROVAL

8. No Person may erect, plant, place, install, hang, replace, or remove any Improvements including:
- | | | |
|----------------|---------------------------|-------------------------------|
| a. buildings | j. swimming pools | s. water areas |
| b. walls | k. tennis courts | t. outside lightings |
| c. fences | l. basketball structures | u. antennae |
| d. ornaments | m. outdoor play equipment | v. discs |
| e. sculptures | n. screen enclosures | w. aerials |
| f. signs | o. driveways | x. satellite dishes |
| g. mailboxes | p. sidewalks | y. poles (incl flagpoles), or |
| h. landscaping | q. sewers | z. electronic devices |
| i. plantings | r. drains | |

on any Lot without prior approval of the Shaughnessy Village and Master Association Architectural Review Committees (ARCs); except Owners and Tenants may (i) display ornaments and lights commemorating a holiday for a reasonable time before, during, and after the holiday, and (ii) replace a mailbox with an identical model without prior ARC approval, but subject to ARC review.

9. The ARC may approve signs, advertisements, notices or other letterings not exceeding one square foot indicating the Lot's address and the Owner's name(s), or those provided by security service contractors.
10. No Person may install or operate any radio, television, or other noise or signal transmitting device which interferes another lot's noise or signal reception or peaceful, nuisance-free residential use.
11. 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.
12. No Person may modify or convert a garage to a bedroom, office, or other interior room without complying with any applicable Village of Wellington and Palm Beach County requirements.
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. Shaughnessy Village may approve ARC applications with conditions precedent or supplement such as payment of all monetary obligations to Shaughnessy Village, on reimbursement for enforcement costs, including reasonable attorney's fees and costs, or obtaining other Lot Owner approval.

DWELLING OWNER LANDSCAPING AND OTHER MAINTENANCE

15. Generally. Owners must “maintain in a neat, sanitary and attractive condition, and to repair, replace and restore” the Lot *and adjacent areas*¹, which Shaughnessy Village deems to include,
- a. Preventing weeds, underbrush, refuse, or unsightly objects on the Lot,
 - b. Keeping all Improvements including the home, landscaping, sprinkler systems, in good, safe, clean, and attractive condition,
 - c. Regularly and properly treating, fertilizing, trimming, weeding, cleaning, mulching, irrigating, and replacing (as necessary) lawn, trees, hedges, and beds,
 - d. Inspecting for mold and cleaning it as soon as it is visible,
 - e. 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,
 - f. Inspecting for wood-rot, and repairing or replacing door frames, fascia, fences, and other wood surfaces, and,
 - g. Cleaning and ensuring pools, spas, and hot tubs circulate and are operable.
16. Landscaping. When not occupying the Lot as the Owner’s primary Home, 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 15 above, including:
- a. regularly and properly treating, fertilizing, trimming, weeding, cleaning, mulching, irrigating, and replacing (as necessary) the Lot’s lawn, trees, hedges, and beds,
 - b. cleaning exterior surfaces including the roof, walls, fences, windows, doors, garage doors, mailboxes, driveways, sidewalks, footpaths, wall-hangings, street numbering, and screen enclosures, and,
 - c. repairing and replacing landscape and exterior surfaces on the Lot and adjacent areas.
 - d. Privacy hedges must be installed around air conditioning equipment or pool equipment so that it is not visible from the street or by other Owners.
17. 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.

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.

18. "Yard Waste" includes all cuttings, leaves, limbs, stumps, debris and other vegetation or landscape by-product.
 - a. Yard Waste generated by Lot Owners directly must be either removed from Shaughnessy Village the same day or removed to a place out of view in the backyard, side yard, or garage until the garbage Collection Period.
 - b. Yard Waste generated by landscape and lawn maintenance contractors must be removed from Shaughnessy Village by the end of each day such work is performed.
19. Garbage, recyclables, and bulk.
 - a. 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 Collection Period.
 - b. 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.
 - c. 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.
 - d. 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 must otherwise comply with Palm Beach County Ordinance No. 2019-022 (*See* SWA Service Guidelines (<https://swa.org/214/service-Guidelines>)).
 - e. No garbage, recyclables, bulk, or yard waste may be placed or stored on the Common Areas.
20. 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. House numbers must be above the garage door, clean, and visible from the street.
21. Storm Preparation. Storm shutters or other storm protection may be closed or installed no sooner than 72 hours before the issuance of a storm watch for Palm Beach County. Owners and Residents must remove storm shutters, fabric, boarding and other non-permanently installed storm protection within 72 hours after tropical-storm-force winds cease following a storm event in Shaughnessy Village.
22. Owners and Tenants absent from Lot for more than seven days must:
 - a. Prepare for hurricane or other windstorms by removing all furniture, plants, and other movable objects from porches, terraces, patios, or elsewhere on Lot,

- b. 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. 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 and performed by a licensed contractor.
24. Driveways. Driveways must be kept 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

25. Nuisance. No Owner, Tenant, family member, invitee, agent, employee, visitor 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 of Directors 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. The Board of Directors shall have the absolute and unrestricted right to determine in its sole discretion whether any activity constitutes a nuisance in violation of the Declaration, the Bylaws, the Articles of Incorporation or the Rules and Regulations and the decision of the Board of Directors shall be final.
26. False Information. No Owner, Tenant or other Person shall submit ARC application, Lease applications, or other requests containing false information or when not qualified to make such application (such when delinquent in any monetary obligations or submitting applications missing clearly required information).
27. 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 Shaughnessy Village whether such damage was intentional, accidental, or otherwise.
28. Interference. No Owner, Tenant or other Person shall interfere with Shaughnessy 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 Shaughnessy Village's behalf, or threatening or otherwise meddling with work or services contracted by Shaughnessy Village.

ANIMALS

29. Owners and Tenants may only keep up to 2 household pets such as dogs and cats, but must:
- Not allow any animals to roam free outside the Lot's home or disturb other Owners', Tenants' or Persons' peace, comfort, or safety,
 - Keep all animals on a leash or in an enclosed rear yard,

- c. Not allow any animal to be a nuisance to other Owners, Tenants or Persons,
- d. Promptly remove and properly dispose of animal waste, and
- e. Not breed or sell animals within Shaughnessy Village.

WATERCRAFT, VEHICLES, OTHER MOVABLE OBJECTS, AND PARKING

30. Owners, Tenants, or other Persons:

- a. May only keep vehicles that fit completely into their driveway or onto the apron so that they do not encroach upon the sidewalk, grass or street.
- b. 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
 - i. commercial vehicles temporarily from 7 am to 7 pm as necessary for services to Lot,
 - ii. commercial vans and pickup trucks whose outside lettering is concealed to the satisfaction of Master Association and Village Association,
 - iii. boats which are permitted, utilized, and stored on the Lot in accordance with the Master Declaration.
- c. 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,
 - ii. on landscaped portions of Lots or Common Property areas,
 - iii. on the street,
 - iv. in any place which, alone or combined with other vehicles or objects, which obstruct emergency vehicles, or
 - v. 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.
- d. 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 9 pm.
- e. Must not keep, operate, or allow any vehicles, including motorcycles and mopeds, without installed and employed effective sound muffling devices; and,
- f. Must not interfere with the Association towing any vehicle in violation of the Declaration or these Rules.
- g. Must (i) not operate any vehicle in excess of 15 miles per hour, (ii) not drive around speed humps and (iii) must comply with all traffic control devices.

ADMINISTRATION

31. Official Records Inspections.
- a. All requests to inspect the Official Records ("Inspection Requests") must be in writing and mailed to Shaughnessy Village Homeowners Association, Inc., Attn: Official Record Inspection Requests c/o GRS Community Management, 3900 Woodlake Blvd., Suite 309, Lake Worth, Florida 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, 3900 Woodlake Blvd., Suite 309, Lake Worth, Florida 33463. or the law offices of the Association counsel, Wasserstein, P.A., 301 Yamato Road, Suite 2199, Boca Raton, FL 33431, (561) 288-3999.
 - e. Shaughnessy 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 U.S. Mail, but does not waive the right to require the procedures outlined in paragraphs 31.a through d above.
32. 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.
 - b. Location. Shaughnessy 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. Shaughnessy 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 U.S. Mail at Shaughnessy Village Homeowners Association, Inc., c/o GRS Community Management, 3900 Woodlake Blvd., Suite 309, Lake Worth, Florida 33463 at least twenty-four (24) hours before the meeting. Member 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, discussion, 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 Shaughnessy Village including unlawful discrimination

33. Fair Housing. Requests for Reasonable Accommodation from these Rules or Reasonable Modifications must be submitted to Shaughnessy Village Homeowners Association, Inc., c/o GRS Community Management, 3900 Woodlake Blvd., Suite 309, Lake Worth, Florida 33463., with a copy or notification to Association counsel, Wasserstein, P.A., 301 Yamato Road, Suite 2199, Boca Raton, FL 33431, (561) 288-3999. Such requests must identify the Lot Owner and Lot address and must be reasonably calculated and reasonably communicated or drafted to place Shaughnessy Village on notice of the need for an accommodation or modification.
34. Collection Policy.
- a. Late Charges. If any installment of an Assessment is not paid within thirty (30) days after it is due, a late charge of \$25.00 shall apply to each such installment and 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 Shaughnessy Village until, along with any other requirements, all amounts owed to Shaughnessy Village concerning all of the Applicant's Lots are paid in full.
 - c. Settlement. Shaughnessy Village, in its sole discretion, may enter into installment arrangements to assist Owners in satisfying monetary obligations. Such agreements may not may not permit processing of ARC, Lease or other Applications prior to payment in full.

LEASING

35. All Leases must be in writing and prior to occupancy by a tenant, all Leases must be approved of in writing by the Association. The Association may also require an interview of each prospective tenant. Each Lease renewal, even when the tenants are unchanged, is a new Lease and subject to prior Association approval. Shaughnessy Village's Residency Application Form is attached and incorporated into these Rules; requirements on the form augment Shaughnessy Village's Leasing Rules. Additionally,
- a. Residency Applications must be submitted for approval at least 30 days before the 'move-in' date or lease commencement date.
 - b. In addition to tenants, Owners must also submit a Residency Application and obtain approval from the Association with regard to any other person who may occupy the Lot for more than 60 days in any six (6) month period.
 - c. Shaughnessy Village does not permit short-term, corporate lodging, or vacation rentals including such occupancies arranged through brokers or web platforms like AirBnB or VRBO and no lease may be for a period of less than twelve (12) months.

- d. Owners must be current on all monetary obligations to Shaughnessy Village prior to the approval period beginning. However, Shaughnessy Village, in its sole discretion, may enter into agreements with the Owner or prospective occupants to permit leasing or occupancy before satisfying monetary obligations.
- e. Owners may not lease or permit non-owner occupancy of a Lot (a) for a period less than twelve (12) months or (b) during the first twelve (12) months of ownership of a Lot by the Owner or related Owner.
- f. Residents may not sub-lease any Lot. Owners must lease the entire Lot and may not rent out individual rooms. No Lot may be used or offered for use as temporary or transient lodging, bed-and-breakfast type lodging, motel or hotel style lodging, hostels, lodging in connection with Airbnb or similar services or arrangements, seasonal rental, vacation rental, time-share, or any lodging or use arrangement similar to the foregoing.
- g. Owners who intend to permit others to occupy their Dwelling must deposit One Thousand Five Hundred Dollars (\$1,500.00) under any proposed Lease, to be held in escrow by the Association which shall not bear interest to the Owner, with Shaughnessy Village. The deposit may be used by Shaughnessy Village to repair damage to the Common Properties for which the Owner or occupants are liable (as determined in the sole discretion of the Association), provided however that such deposit is not deemed a security deposit under Chapter 83, part II, Florida Statutes, but, regardless of source, is deemed to be held for the purpose described herein and solely for the benefit of the Owner. Shaughnessy 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.
- h. 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 6 months. Post-lease month-to-month tenancy is not permitted.
- i. Shaughnessy Village will not approve any applicant who fails to meet these criteria or where there are deficiencies associated with the Owner and/or Lot/Unit as referenced below:
 - i. Verifiable average monthly income equal to three times the gross monthly rent.
 - ii. Minimum credit score of at least 700 as reported on the report ordered by Shaughnessy Village from its selected vendor; no other report will be considered. In the event there is more than one applicant with respect to a Lot/Unit, the Association may (but shall not be obligated) to either use the average of their credit scores or use the highest credit score from amongst them to satisfy this minimum requirement.
 - iii. Prospective tenant has a felony or misdemeanor conviction within the last 10 years that indicates a demonstrable risk to resident safety or property.
 - iv. No registered sex offenders.
 - v. No history of materially violating covenants, rules, regulations, by-laws, or other governing documents of homeowners, condominium, or cooperative associations or public housing authorities.
 - vi. No evictions, writs of possession, or court-ordered removal from a residence.
 - vii. Owner has an existing violation of the governing documents.
 - viii. Owner is delinquent on any monetary obligation owed to the Association.

- ix. The Board of Directors shall have the authority to add further criteria among the Rules and Regulations.