



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 section referenced for details. Some helpful information is also provided, and this is 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)
2.	Antennas/Aerials	No television or radio masts, towers, poles, antennas, aerials, or attachments are allowed except those allowed by law. (DCR Section 2.8) Cable and internet provided by Spectrum and included in monthly assessment fee. (Information)
3.	Architectural Control	<ul style="list-style-type: none"> a. The Architectural Control Committee can approve and deny architectural applications based on compatibility with the governing documents and the appearance of the property as originally developed. (DCR Section 7.1) b. The Architectural Control Committee has full control to regulate the external appearance of the property in relation to the surrounding community (when considering an architectural application). (DCR Section 7.2) c. The committee has the authority to 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 Section 7.2) d. 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 Section 7.3) e. 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 Section 7.4) f. 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 Section 7.4) g. An Architectural Control Application and Approved Products list are available for owners. Landscaping included. (Information)
4.	Assessments	<ul style="list-style-type: none"> 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 Section 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

		<p>Association. (DCR Section 5.2)</p> <p>c. The details of establishing the amount of annual assessments are found in the Declaration of Covenants (DCR Section 5.3)</p> <p>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 Section 5.8)</p> <p>e. The special assessment is used to pay for capital improvements to the Common Areas. Membership vote is required for special assessments. (DCR Section 5.5)</p> <p>f. The amount of the annual assessment and the special assessment are paid equally between all lots. (DCR Section 5.7)</p> <p>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. (DCR Section 5.6)</p> <p>h. A specific assessment is not a community-wide assessment, it is charged against the applicable lot. Payment schedule is determined by the Board. (Information)</p> <p>i. Contact the property management company to make payment arrangements for assessments. (Information)</p> <p>j. 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 if any annual assessment is more than 30 days late. (DCR Section 5.9)</p> <p>k. 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. The Association may foreclose its lien for delinquent assessments. Owners cannot avoid liability for assessments. (DCR Section 5.10) 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 Section 5.11)</p>
5.	Board of Directors	<p>a. All powers of the Association are exercised under the authority of the Board of Directors (unless otherwise stated).</p> <p>b. The Board must consist of a minimum of 3 but not more than 9 members – always an uneven number.</p> <p>c. A qualified director is a member in good standing (no violations and current on all assessments) (Bylaws 11.1 & Information).</p> <p>d. Directors serve a one-year term, unless a Director resigns or is removed. (Bylaws III.7). 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)</p>
6.	Businesses	<p>No trade, business, or profession of any kind may be conducted in, on, or from any lot. Owners and residents may conduct 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.</p> <p>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. The activity cannot be considered dangerous.</p> <p>The selling or leasing of a unit does not constitute a business. (DCR Section 2.9a - expanded)</p>
7.	Cabana	<p>Cabana reservations may be made by completing the reservation form (obtain from the property manager) and contacting the board secretary. A reservation form, and \$100 deposit is required. Residents may access the pool and walk through to the Park during your event. Deposit is returned if all is in order when the area is inspected after the event. (Information)</p>

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 Section 4.7)
9.	Common Areas	<ul style="list-style-type: none"> a. Owners may use the Common Areas for their intended purpose only. (DCR Section 2.1) Owners may delegate their use of the Common Areas to their tenant and to their guests. (DCR Section 2.2) b. The Association may charge a reasonable fee for the use of the Common Areas including the cabana. (DCR Section 2.1a) c. Use of the Common Areas may be suspended for any period in which assessment fees are not paid. (DCR Section 2.1b) d. Voting rights of an owner may be suspended if assessment fees are not paid. (DCR Section 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 exceed 60 days. (DCR Section 2.1b) f. Prior written consent of the Association is required for any changes to the common area. (DCR Section 2.12) g. No obstruction of the common area is allowed. (DCR Section 2.12a) h. No alteration of the common area is allowed. (DCR Section 2.12b) i. No activities are permitted except those for which the Common Area is designed. (DCR Section 2.12c) j. No pets are allowed in the Common Area (except to walk through the cabana area to Philippe Park). (DCR Section 2.10) k. The Association Directors, with the assistance of the property manager, manages and controls the Common Areas, and anything related to the Common Areas. The Association is responsible for keeping the Common Areas and anything relating to the Common Areas in good service and repair and ensures there is adequate insurance for the Common Areas and related items. (DCR Section 4.1a & DCR Section 4.1b) l. 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 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 Section 3.3)
11.	Document Enforcement	All owners have the right to enforce the documents by any lawful means. (DCR Section 9.1)
12.	Easements	<ul style="list-style-type: none"> a. See DCR Section 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. (DCR Section 2.5) The Architectural Control Committee will review any request for any alteration in an easement and strictly enforce the Declaration. (Information) Entry into an easement may be made only with the consent of the owner of the property. Owners cannot refuse entry if entry is made at a reasonable time, in a reasonable manner with prior notice. c. Easements granted in the Declaration are attached to and pass with the title to every lot. (DCR Section 2.4) d. Owners are required to maintain drainage (and all) easements. (DCR Section 2.5)
13.	Extraordinary Action	a. Certain actions of the Association require the approval of a super-majority of

		<p>the members of the association. (DCR Section 3.4) A super-majority is a vote of 51% or more of the membership (in person or by proxy). (Information)</p> <p>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.)</p>
14.	Fences	<p>a. Front Yard: No fences, walls, storage areas or structures of any type may be erected in the front yard. (DCR Section 2.9b)</p> <p>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 Section 2.9c) (Information)</p> <p>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 Section 2.9d)</p> <p>d. General: There are specifications for fences in Philippe Bay. All fencing is governed by the Declaration of Covenants and a Fence Resolution. Review Approved Architectural Products List for fence specifications.</p> <p>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).</p> <p>f. An Architectural Application must be submitted prior to erecting any fence, including replacement fencing, on a lot. Fencing also requires a permit from the City of Safety Harbor if more than two sections require replacement. (Information)</p>
15.	Governing Documents	<p>a. 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)</p> <p>b. Bylaws contain information about the management and administration of the corporation by the Board of Directors. (Information)</p> <p>c. Declaration of Covenants, and Restrictions (Declaration) contains the deed restrictions governing owner use and responsibility, owner restrictions, Board responsibility and authority. (Information)</p> <p>d. 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 Section 3.5)</p>
16.	Insurance	<p>a. Each owner keeps insurance for his unit and sends a copy of the declaration page to the management company within 15 days of each renewal period. (DCR Section 6.2)</p> <p>b. The Association maintains insurance for the common areas and related equipment. (Information)</p>
17.	Landscaping	<p>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 Section 2.9b(ii) c(ii))</p>
18.	Leasing	<p>A lease application form (obtain from the property manager) must be completed and submitted to the property manager, along with a processing fee when leasing a home. 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)</p>
19.	Maintenance	<p>a. Philippe Bay is a deed restricted homeowners association. One poorly maintained home affects property values in the entire community. The association does not provide maintenance to individual lots and homes. (Information)</p>

		<p>b. Owners must maintain, replace and repair everything on the exterior of the house 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 Section 6.1)</p> <p>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 Section 6.1a)</p> <p>d. The Association can enter the exterior of property if an owner fails to maintain the property according to the Declaration of Covenants and or for any other reason relating to exercising its responsibilities and duties under the governing documents. Reasonable notice must be provided to the owner. (DCR Section 4.8 and 6.1b)</p> <p>e. An owner will be specifically assessed for the cost of restoration and maintenance after a vote of approval of 75% of the Board of Directors. (DCR Section 4.2)</p> <p>f. The Association cannot enter a unit without owner 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 Section 4.8)</p>
20.	Meetings	<p>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.</p> <p>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: Article II Section 7)</p>
21.	Membership	<p>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).</p> <p>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 Section 3.1)</p>
22.	Noise	<p>a. Offensive, annoying activities or any activities causing a nuisance to other residents are prohibited. (DCR Section 2.13)</p> <p>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).</p> <p>c. Call the sheriff at 911 if you are disturbed or call the non-emergency sheriff's number at 727-582-6200. (Information)</p>
23.	Ownership Rights	All rights are limited to owners and rights to the common areas include any person lawfully occupying an owner's property. (DCR Section 2.15)
24.	Parking	<p>a. Owners and tenants may park permitted vehicles on a regular basis only in the driveway, garage, street, or pull off parking areas. (DCR Section 2.6)</p> <p>b. Guests and visitors may park on the street or pull-off parking areas. (DCR Section 2.6)</p> <p>c. Vehicles (including service vehicles) may not block driveways, restrict emergency vehicles, block sidewalks or in any way impede traffic. (DCR Section 2.6)</p> <p>d. Parking on the grass is not allowed (do not block the drainage swale with the wheels of your vehicle – information).</p>
25.	Party Walls	<p>a. A party wall is defined by law as a wall 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</p>

		<p>dictionary) A party wall is not defined by the roof overhanging the wall. (Information)</p> <p>b. General rules of law apply to party walls. Responsibility and cost of maintenance, repair and replacement is shared by owners on both sides of the party wall (or fence). Failure to maintain is resolved according to law. (DCR Section 8.1)</p> <p>c. Wing walls are party walls located on the lot line between two units but not necessarily connecting the units. Each owner is responsible for maintaining their side of the wing wall. Maintenance of the metal cap on the wing wall is shared equally by both Owners. (Information)</p> <p>d. 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 Section 8.3)</p> <p>e. 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 Section 8.4)</p> <p>f. If there are vents, pipes, etc. within a party wall, the owners using these easements are responsible for maintenance, repair and replacement. (DCR Section 8.6)</p>
26.	Pets	<p>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 Section 2.10)</p> <p>b. No livestock and no breeding of animals in the Association. (DCR Section 2.10)</p> <p>c. No pets are allowed in the Common Area (except to walk through the cabana area to Philippe Park). (DCR Section 2.10) (Information)</p> <p>d. Pets may not be dangerous or a nuisance. (DCR Section 2.10)</p> <p>e. All pets must be inoculated as required by law. (Information)</p> <p>f. 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).</p> <p>g. 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.</p> <p>h. Any pet causing, creating, or contributing to an unreasonable disturbance, annoyance or nuisance, or noise, shall be permanently removed from the property upon ten days written notice from the Board. The Board's decision that a pet constitutes a nuisance, or that it creates an unreasonable disturbance, annoyance, or noise is conclusive and based on complaints from residents and animal control. The owner is given notice of the intended Board action and an opportunity for a hearing prior to Board action.</p> <p>i. Any resident who keeps any pet on a lot shall be deemed to be indemnified and agreed to hold the association and each unit owner free and harmless from any loss, claim or liability of any kind arising by the keeping or maintaining of such pet.</p> <p>j. The association has the right to adopt additional rules and regulations relating to the keeping of pets on the property. (DCR Section 2.10)</p>
27.	Pond	<p>a. The pond (wetlands) is off limits in all cases. No activity is permitted in or on the pond. (DCR Section 2.12e)</p> <p>b. 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)</p>
28.	Pool	<p>a. Pool rules are posted at the pool and must be followed by owners, tenants</p>

		<p>and guests for everyone’s health and safety. (DCR Section 2.12c)</p> <p>b. The gate must be closed and locked when entering or exiting the pool area. (Information)</p> <p>c. Residents live around the pool and cabana; keep noise to a minimum. (Information)</p> <p>d. To replace a lost pool key, contact the property manager. A replacement key is \$100. (Information)</p>
29.	Prohibitions	<p>a. No illegal substance can be kept or stored on the property.</p> <p>b. No offensive, obnoxious, destructive or offensive activity is permitted anywhere within the property. (DCR Section 2.13)</p>
30.	Proxies	<p>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)</p> <p>b. No member may hold more than five proxies. (DCR Section 10.4)</p>
31.	Rules and Regulations	<p>a. The Association has the right to adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of lots, and the Common Area for its intended purpose or activity. (DCR Section 2.1d)</p> <p>b. Rules and Regulations must be consistent with the governing documents (DCR Section 4.3)</p> <p>c. No owner or person occupying the property may violate the association’s rules and regulations for use of the property. (DCR Section 2.14)</p> <p>d. Owners are held responsible for tenants and guests. (Information)</p>
32.	Selling	<p>An “Affidavit for Sale of Property” (obtain from the property manager) must be completed by the seller when a property is being sold. The affidavit is returned completed to the management company along with a processing fee. (Information)</p>
33.	Sewer/Water	<p>a. No wells and no septic systems allowed. (DCR Section 2.11)</p> <p>b. Sewer and water service are provided by the City of Safety Harbor. (Information)</p> <p>c. Owners arrange and pay for their own sewer and water service through the City of Safety Harbor. (Information)</p>
34.	Signs	<p>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 Section 2.12d)</p> <p>b. Small temporary lawn treatment signs and one security sign no larger than two sq. feet in size are permitted. (Information)</p> <p>c. Board meeting signs are posted in the common area. (Information)</p>
35.	Termite Protection	<p>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 Section 6.3)</p>
36.	Trash	<p>a. No trash, garbage, yard waste or any waste material may be collected or stored within the property except within sanitary containers concealed from view until collected by the City. (DCR Section 2.10)</p> <p>b. Owners arrange and pay for their own trash collection from the City of Safety Harbor. 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)</p> <p>c. Contact the Sanitation Supervisor at 727-724-1550 with questions and to obtain trash and recycle containers. (Information)</p>
37.	Units - Exterior	<p>a. No alteration or modification may be made to the exterior appearance of a unit. (DCR Section 2.7)</p> <p>b. Window air conditioners are not allowed. (DCR Section 2.7)</p> <p>c. Additions are not allowed. (DCR Section 2.7)</p> <p>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 Section 2.7)</p>

		<p>e. Cream (white) windows frames on stucco and brown window frames on siding. Brown tinting of glass. Black screens. (Information: Approved Architectural Products)</p> <p>f. No construction of parking areas in yards. (DCR Section 2.9b(iii))</p> <p>g. Architectural Control Application and approval are necessary to insure consistency in the community. (DCR Section 2.7)</p> <p>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 Application required. (DCR Section 2.9c(iii))</p> <p>i. Walls inside the lanai may be painted cream or brown (Information)</p>
38.	Vehicles	<p>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 Section 2.6)</p> <p>b. Permitted vehicles may be repaired or serviced on the property if work is completed within 48 hours. (DCR Section 2.6)</p> <p>c. Boats, trailers and other vehicles are not allowed on the property unless kept in a garage. (DCR Section 2.6)</p> <p>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)</p>
39.	Voting	Members must be owners (in good standing - the member has no unresolved violations and is current with all assessment payments - information) and are entitled to one vote per lot owned. (DCR Section 3.2)
40.	Yards Defined	<p>a. Definition of the front yard area is provided in DCR Section 2.9b</p> <p>b. Definition of rear yard area provided in DCR Section 2.9c</p> <p>c. Definition of side yard area provided in DCR Section 2.9d</p>

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"