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This instrument prepared by and upon recordation return to:

Renee Renuart, Esq.
Wasserstein, P.A.
301 Yamato Road
Suite 2199
Boca Raton, Florida 33431

**CERTIFICATE OF RECORDING RULES AND REGULATIONS
OF BRITTANY VILLAGE PROPERTY OWNERS ASSOCIATION, INC.**

THESE RULES AND REGULATIONS OF BRITTANY VILLAGE PROPERTY OWNERS ASSOCIATION, INC. ("Rules and Regulations") are made by Brittany Village Property Owners Association, Inc. a Florida not-for-profit corporation (the "Association").

RECITALS

A. The original Declaration of Condominium (the "Declaration") for Brittany Village Property Owners Association, Inc., including all pages thereof and exhibits thereto, was recorded at Book 7778, Page 387, et seq. of the Public Records of Palm Beach County, Florida.

B. Article III of the Bylaws that are attached as Exhibit B to the Declaration, as originally recorded, as well as other applicable sections of the Declaration, as originally recorded, provide the authority by which the Rules and Regulations of the Association may be issued, modified, altered, amended or terminated by the Board of Directors.

C. The language contained herein to Rules and Regulations was properly adopted pursuant to the requirements of the Bylaws, as originally recorded.

D. The Association now desires to enact the Rules and Regulations as set forth herein.

NOW THEREFORE, the Association hereby declares that every portion of Brittany Village Property Owners Association is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, rules, restrictions and guidelines hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of these Amendments.

2. Conflicts. In the event that there is a conflict between these Rules and Regulations and the Declaration, the Declaration shall control. The Rules and Regulations shall remain in full force and effect and the full text of such document is being recorded herewith to confirm and effectuate such intention. In the event that any Rules and Regulations have been effectuated, passed and/or recorded prior to these Rules and Regulations, these Rules and Regulations shall be deemed to follow such prior Rules and Regulations in time and title. In the event of a conflict between these Rules and Regulations any such prior Rules and Regulations, these Rules and Regulations shall control.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration or as otherwise set forth in the Rules and Regulations.

4. Covenant. These Rules and Regulations shall be a covenant running with the land.

5. The Rules and Regulations:

SEE EXHIBIT "A"

IN WITNESS WHEREOF, the Association has caused these Rules and Regulations for Brittany Village Property Owners Association, Inc. to be executed and the undersigned has hereunto set their hand and seal this 4th day of FEBRUARY, 2020.

WITNESSES:

BRITTANY VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

BYRON GRIVAS
Print Name: _____

By: JOHN NOBILE
Name: John Nobile
Title: President

GINA SAVAGE
Print Name: _____

By: CYNTHIA BUZZO
Name: Cynthia Buzzo
Title: Secretary

Print Name: Teresa Bigard

GINA SAVAGE
Print Name: _____

STATE OF FLORIDA

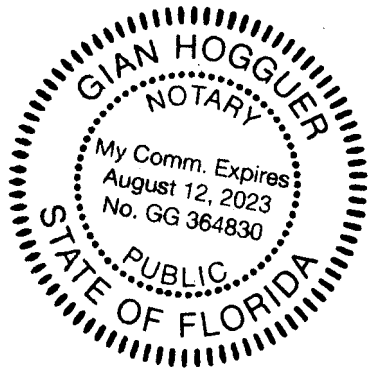
SS.:

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 4 day of 02, 2020 by JOHN NOBILE, as President and CYNTHIA BUZZO as Secretary of BRITTANY VILLAGE PROPERTY OWNERS ASSOCIATION, INC., on behalf of the corporation, both of whom are personally known to me or have produced DLIFEZ as identification.

My commission expires: 08/12/2023
(SEAL)

Gian Hogguer
NOTARY PUBLIC, State of Florida at Large
Print Name: Gian Hogguer



This is not a certified copy

EXHIBIT "A"

BRITTANY VILLAGE PROPERTY OWNERS ASSOCIATION, INC. RULES AND REGULATIONS

The Board of Directors publishes the rules and regulations set forth below for information and guidance of all Unit Owners and residents.

Your cooperation in observing the rules listed below will ensure that our community continues to be a pleasant and attractive place in which to live. Unit Owners that rent or lease their homes are responsible for the conduct of their tenants. Any infraction of the rules shall be directed to the owner of the property. ALL UNIT OWNERS MUST INSTRUCT THEIR GUESTS AND TENANTS TO OBEY ALL RULES AND REGULATIONS OF THE BRITTANY VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

SECTION 1: GENERAL

1.1 All Unit Owners and every guest of a Unit Owner (including any Tenants) shall comply with all of the terms, conditions, covenants, restrictions and limitations contained in the Declaration, the Articles, the By-Laws and any Rules and Regulations.

1.2 For the purpose of these Rules and Regulations, the term "resident" is defined as the person or family that occupies the Residential Unit.

1.3 For the purpose of these Rules and Regulations, the term "tenant" is defined as the person or family that occupies the Residential Unit and has a lease on file with the Association.

SECTION 2: RENTALS

2.1 Unit Owners are required to submit the required application and fee to the Association and obtain prior written approval for their potential tenants from the Board of Directors. Tenants must be screened and approved by the Association prior to taking occupancy.

2.2 All leases or occupancy agreements (which term shall be deemed to include renewals thereof) shall be in writing and must be approved by Association in writing prior to the commencement thereof. A Unit Owner seeking approval of a lease of their Residential Unit and of a prospective tenant shall timely provide to the Association the following:

- (i) a fully executed and legible copy of the lease;
- (ii) a transfer fee in an amount equal to the lesser of \$100.00 per applicant or the maximum permitted by Florida Statutes, as amended from time to time;
- (iii) a completed application, which form shall be drafted and amended from time to time by the Association's Board of Directors, and;
- (iv) any such other information as the Association may reasonably require to ensure compliance with this paragraph.

2.3 As part of conducting the approval process, the Board of Directors shall be authorized to obtain a background and/or financial check on each prospective tenant. Reasons for disapproval may be based on the following criteria:

- (i) Prospective tenant has a felony or misdemeanor conviction that indicates a demonstrable risk to resident safety or property;
- (ii) Prospective tenant is a registered sex offender;
- (iii) Prospective tenant has a minimum credit score less than 700 (when there is more than one prospective tenant applying for residency in a Residential Unit, the scores will be averaged and if below 700, the prospective tenants shall be disapproved);
- (iv) Prospective tenant has a history of financial mischief which may include foreclosure or eviction lawsuits filed against them or bankruptcy filings;
- (v) Prospective tenant was dishonest on any written application or communication with the Association; or
- (vi) Prospective tenant prematurely took up residency of a home prior to a determination of approval or disapproval by the Board of Directors;
- (vii) Unit Owner is delinquent on a monetary obligation owed to the Association; or
- (viii) Unit Owner has an existing violation of the governing documents of the Association.
- (ix) The Board of Directors shall have authority to add further criteria among the Rules and Regulations.

2.4 Rental periods must not be for less than the minimum prescribed by the governing documents. Rentals for a period of less than three (3) months are prohibited. Tenants may not sublet their Residential Unit. No portion of a Residential Unit may be subleased for any period.

2.5 Unit Owners must obtain the required rental permit from the City of West Palm Beach and submit a copy of such permit to the Board of Directors along with the application.

2.6 Unit Owners must instruct their tenants to obey all provisions of the governing documents of the Brittany Village Property Owners Association.

2.7 Unit Owners must ensure that their tenants are furnished a copy of the governing documents of the Brittany Village Property Owners Association.

2.8 Unit Owners are responsible and liable for the conduct of their tenants and the guests, invitees and licensees of their tenants. Any infraction of the rules may be directed to the Unit Owner for resolution.

SECTION 3: TRANSFER OF OWNERSHIP/SALES

3.1 All documents evidencing transfer of ownership shall be in a legally sufficient and properly executed form and any such transfer of ownership and the transferee shall be subject to the Association's prior written approval.

3.2 A Unit Owner seeking approval of a transfer of ownership of his or her Residential Unit shall provide to the Association:

- (i) a fully executed copy of the deed or conveyance documents;
- (ii) a transfer fee in an amount equal to the lesser of \$100.00 per applicant or the maximum permitted by Florida Statutes, as amended from time to time;
- (iii) the full name and current address of the prospective transferee(s) and the relationship between them and the Owner, if any;
- (iv) a completed application, as may be drafted and amended from time to time by the Board of Directors, and;
- (v) any such other information as the Association may reasonably require to ensure compliance with this paragraph.

3.3 As part of conducting the approval process for the transfer of ownership, the Board of Directors shall be authorized to obtain a background and/or financial check on each prospective transferee. Reasons for disapproval may be based on the following criteria:

- (i) Prospective Transferee has a felony or misdemeanor conviction that indicates a demonstrable risk to resident safety or property;
- (ii) Prospective Transferee is a registered sex offender;
- (iii) Prospective Transferee has a minimum credit score less than 700 (when there is more than one prospective Transferee applying for residency in a Home, the scores will be averaged and if below 700, the Prospective Transferees shall be disapproved);
- (iv) Prospective Transferee has a history of financial mischief which may include foreclosure or eviction lawsuits filed against them or bankruptcy filings;
- (v) Prospective Transferee was dishonest on any written application or communication with the Association; or
- (vi) Prospective Transferee prematurely took up residency of a Townhome prior to a determination of approval or disapproval by the Board.

SECTION 4: GUESTS

4.1 Unit Owners and residents may be held liable and are responsible for the conduct of their guests. Any infraction of the rules shall be directed to the Unit Owner.

4.2 Children of guests must be supervised by adults at all times.

SECTION 5: PETS AND ANIMALS

5.1 No pets or animals shall be permitted to behave in any fashion that could reasonably disturb the enjoyment of the property by other Owners, tenants, and their guests, or otherwise cause a nuisance. Continuous, frequent, or prolonged loud noise by pets or animals is not permitted. Aggressiveness, biting, or any behavior causing injury to any person shall be grounds for immediate removal of the pet or animal from the property.

5.2 Whenever pets or animals are off the resident's Lot, they must be on a secure leash. No pets or animals shall be allowed to run free at any time when off the Lot of their owner.

5.3 Residents and guests having pets and animals are responsible for immediately picking up, removing, and properly disposing of waste. Please carry "poop bags" with you when walking your dog(s).

5.4 Pet and animal owners should walk them on sidewalks and in common areas only. Pets and animals are not allowed to enter yards of other Unit Owners/residents. Please be respectful of other Unit Owners' property and their privacy.

5.5 In accordance with the Declaration of Covenants, Article XIII, Section 13, only common household pets, no more than two (2) per species, may be kept upon any Lot or Residential Unit, but in no event for the purpose of breeding, or for any commercial purpose whatsoever.

5.6 Feeding or baiting of any stray, feral or wild animals (including but not limited to, alligators, snakes, rodents, racoons) by any Unit Owner or their family members, guests, tenants or invitees is prohibited. Baiting for rodent or pest extermination or elimination is excluded.

SECTION 6: VEHICLES

6.1 No parking is permitted on the grass or within fifteen feet (15) of a fire hydrant in the community.

6.2 No parking is permitted in front of any mailbox in the community.

6.3 No parking is permitted in front of any Residential Unit belonging to another Unit Owner in the community.

6.4 No vehicle which is unlicensed or inoperable may be kept on the Property unless kept fully enclosed inside of a garage.

6.5 No commercial vehicles of any kind shall be permitted to be parked for a period of more than four (4) hours, unless the same is temporarily present and necessary in the actual construction or repair of a Unit or to the service of the same.

6.6 No commercial vehicle of any kind shall be parked overnight, and no boat, boat trailers, buses, or trailers of any kind, campers, recreational vehicles or mobile homes shall be permitted to be parked within the property at any time unless kept fully enclosed inside of a garage, the door to which is kept closed.

6.7 No repair work to any type of motor vehicle, boat or trailer shall be conducted on any Lot other than very minor repairs, cleaning or waxing which is completed in less than 24 hours.

6.8 No commercial or business activity shall be conducted on a Lot, including but not limited to, motor vehicle repairs.

6.9 No motorized vehicle (including without limitation all terrain vehicles or cycles, dirt bikes, and/or off road recreational vehicles) shall be operated anywhere within the Property except on streets or roadways and then only if the vehicle and the driver is appropriately licensed.

6.10 Unit Owners and residents are responsible for advising their guests, renters, invitees and licensees of all parking rules.

SECTION 7: LANDSCAPING AND GENERAL MAINTENANCE

7.1 The Association is responsible for the maintenance of the front yards of each Lot. Each Owner is responsible for the maintenance of the irrigation system in both the front yard and rear yard of their Lot.

7.2 Each Owner is responsible for the maintenance of their back yard. Landscaping on all Lots (trees, bushes, plants and grass) shall be maintained as to not to allow excessive growth whereby wildlife (such as snakes, rodents, raccoons, etc.) or pests nest or continuously occupy or navigate through and into the adjacent or surrounding properties of Brittany Village.

7.3 No piles of dirt, aggregate, lumber, concrete blocks or bricks, or similar yard or building material, shall be stockpiled on any Lot.

7.4 A Unit Owner is responsible for the costs of repair or replacement of any sprinkler head in the front yard of a Lot if the damage is caused as a result of the Unit Owner, or guest, tenant or invitee of an Unit Owner, car being parking on the grass.

SECTION 8: EXTERIOR LIGHTING

8.1 No exterior lighting shall be installed or modified without the prior written approval of the Board of Directors. All exterior lighting must be detailed on approved plans. Exterior lighting includes, but is not limited to, floodlights, post lights, landscape lights, driveway lights, and string lights.

8.2 Any exterior lighting that the Board of Directors determines, in its sole discretion, will create a nuisance to other Unit Owners will not be permitted. Approval of any exterior lighting may be subject to time limitations as to when the exterior lighting may be illuminated. In addition, approval of exterior lighting may be revoked, and the Board of Directors may require removal of any exterior lighting that is determined by the Board of Directors to be a nuisance.

SECTION 9: HOLIDAY LIGHTING

9.1 All holiday decorations must be set up inside of a Unit Owners Lot. Holiday decorations are not permitted on any Common Elements.

9.2 Holiday lights/decorations are permitted commencing on Thanksgiving so long as the lights/decorations do not create a nuisance (e.g., unacceptable spillover to adjacent lot) or excessive traffic. All holiday lights/decorations must be in good taste and not excessive. Holiday lights/decorations must be removed no later than January 15 of the following year.

9.3 The Board of Directors may, in their sole discretion, require removal of any holiday lighting/decorations that creates a nuisance or may impose time limitations as to when holiday lighting may be illuminated.

SECTION 10: GAMES, PLAY STRUCTURES AND RECREATIONAL EQUIPMENT

10.1 No basketball-backboard, outdoor equipment, sports equipment, swing set, gym, skate board ramp, sand box, nor any other fixed or portable game or play structure, including, without limitation, platform, tree house, dog house, playhouse or structure of a similar kind or nature shall be constructed or placed on any part of a Lot or yard of a Residential Unit without the prior written approval of the Board of Directors. All such structures and equipment must have the prior written approval of the Board of Directors.

10.2 All portable basketball hoops are to be used in the driveways only and are not permitted to be used in the public roadways. All portable basketball hoops and other sports equipment must be stored inside the Residential Unit when not in use.

SECTION 11: STORM SHUTTERS

11.1 Storm shutters may be closed or installed no sooner than seven (7) days before a forecasted, named hurricane is predicted to strike our area. The shutters must be opened or removed no later than seven (7) days after a hurricane passes or the forecast is cancelled.

11.2 Hurricane shutters may not be closed or installed for any reason outside of hurricane season starting June 1 and ending November 30.

SECTION 12: GENERATORS

12.1 All permanently installed generators must be approved by the Board of Directors and any governmental authority having jurisdiction and must comply with all applicable codes and ordinances prior to installation.

12.2 All permanently installed generators must be landscaped or otherwise screened from view from any street, sidewalk or adjacent Residential Unit.

12.3. Gasoline generators may be used if the Unit Owner adheres to the proper and safe usage and storage of the gasoline as defined by the manufacturer, any governing city, county and state codes. Portable generators may only be used during power outages and the location of such generator must comply will all relevant codes and ordinances. Portable generators must not be stored outside a Residential Unit.

SECTION 13: GUTTERS AND SOLAR PANELS

13.1 All gutters must match the exterior fascia color of the Residential Unit; provided, however gutter downspouts may be painted to match the body color of the Residential Unit. Gutter down spouts must not concentrate water flow onto neighboring properties.

13.2 Solar panels are permitted but must not be installed so as to be visible from the street. Solar panels shall only be permitted with the prior written approval of the Board of Directors to ensure coordination with roof color. Any Unit Owner who installs solar panels after obtaining the required approval of the Board of Directors is solely responsible for the cost of any repairs or damage caused to the roof, directly or indirectly, by such solar panels. Neither the Association nor the applicable Neighborhood Association shall have any responsibility with

respect to any solar panels installed by any Unit Owner with prior written approval by the Board of Directors.

SECTION 14: STATUARY

14.1 All statuary to be placed in a yard or any other area adjacent to a Residential Unit must be approved in writing by the Board of Directors prior to the installation of such. (Statuary is defined as any object whether composed of metal, wood, rock or artificial substance, which is to be placed in the yard of or any other area adjacent to a Residential Unit, which includes, but is not limited to, birdfeeders and baths, fountains, ornaments, and sculptures)

14.2 No colossal statuary are permitted. All statuary will be limited in size and subject to the approval of the Board of Directors.

14.3 Statuary that has moving parts must be so noted when submitted for approval to the Board of Directors. Any statuary with electric motors must be placed in such a way as to not disturb neighbors or create a nuisance.

SECTION 15: ADDITIONS/DRAINAGE

15.1 Rain water from a new addition roof or new grade of Residential Unit terrain must not run on neighboring property as to create a nuisance. The location of all windows in a new addition must not adversely affect the privacy of adjoining neighbors.

15.2 Each Unit Owner is responsible for maintaining established drainage patterns on the Lot comprising the Residential Unit and/or yard of a Residential Unit so as not to adversely affect drainage in any other portion of Brittany Village. No change in the elevation of the land shall be made, and no change in the condition of the soil or the level of the land of such areas shall be made which results in any change in the flow and drainage of surface water which the Board of Directors, in its sole discretion, considers detrimental or potentially detrimental to person or property.

15.3 Unit Owners who install improvements to a Residential Unit including, without limitation, concrete or brick pavers, after obtaining the required approval of the Board of Directors, which result in any change in the flow and/or drainage of surface water shall be responsible for the costs of drainage problems resulting from such improvement. In the event that such Unit Owner fails to pay for such required repairs, such Unit Owner shall be responsible for the reimbursement of all expenses incurred by the Association and/or other Unit Owners in fixing such drainage problems including, without limitation, removing excess water and/or repairing the drainage system and facilities and/or Surface Water Management System.

SECTION 16: NUISANCES

16.1 Nothing shall be done on or in any Lot or Residential Unit which may be or become an annoyance to the Association or to any of its Members or which interferes with the peaceful possession and proper use of Brittany Village Owners and residents. Nuisances shall include, without limitation, the playing of loud music or excessive yelling, loud singing, excessive dog barking or the gathering in front of Residential Units or in the Common Area by any Owner or permitted occupant thereof, his/her immediate family, guests, tenants and invitees. In the event of any question as to what may be or my become an annoyance, such question shall be submitted to the Board of Directors for a decision in writing.

16.2 No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinance and regulations of all controlling governmental authorities shall be complied with at all times.

SECTION 17: WINDOW AIR CONDITIONING

17.1 No window or wall air conditioning units shall be permitted in any Residential Unit.

SECTION 18: VIOLATIONS

18.1 Unit Owners and residents who violate these rules shall be responsible for all expenses incurred by the Association, including costs and a reasonable attorney's fees, in the process of rectifying the non-compliance. These expenses shall also include the removal of all articles, vehicles, and substances from the property, which were placed thereon in violation of these rules.

SECTION 19: ADMINISTRATIVE

19.1 The Board of Directors reserves the right to amend, change, revoke, revise, or add to the existing Rules and Regulations as warranted from time to time.

THESE RULES AND REGULATIONS WILL BE STRICTLY ENFORCED.

In the case of any inconsistencies between the terms of the Declaration of Covenants for Brittany Village and these rules and regulations, the terms of the more restrictive provisions shall control, unless such terms of these rules and regulations are prohibited by the Declaration of Covenants and, in that event, the terms of the Declaration of Covenants shall control.