



# **General Rules, Regulations, And Policies – Rights and Responsibilities of Owners**

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GENERAL RULES, REGULATIONS, AND POLICIES –  
RIGHTS AND RESPONSIBILITIES FOR THE CLUB AT IBIS

A. **INTRODUCTION**

A1. ***Definitions.*** As used in these Rules, the following terms have the meanings indicated below.

- (a) “Board” means the Board of Directors of the Master Association.
- (b) “By-Laws” means the Second Amended By-Laws of the Master Association.
- (c) “Club Facilities” has the meaning described in Rule E8.
- (d) “Club Member” means a person who is entitled to use the Club Facilities corresponding with his or her category of Club Membership.
- (e) “Community” means the real property owned by the Master Association as further described in the Declaration.
- (f) “Covered Person” means any Club Member, non-Member Owner, or their immediate family member, tenant, or guest.
- (g) “Declaration” means the Second Amended and Restated Declaration of Covenants, Restrictions, and Easements for The Club at Ibis Property Owners’ Association, Inc.
- (h) “Day” refers to calendar days.
- (i) “General Manager” means the professional manager employed by the Master Association as the chief executive officer or chief operating officer of the Community.
- (j) “Governing Documents” means the Declaration, the Second Amended and Restated Articles of Incorporation, and the By-Laws, as same may be amended from time to time.
- (k) “Master Association” means The Club at Ibis Property Owners’ Association, Inc. For the avoidance of doubt, as used in this document, “Master Association” includes both of what were previously known as the Club at Ibis and the Ibis Property Owners Association.
- (l) “Owner” means a person or entity holding the ownership interest in a lot or unit within the Community.
- (m) “Sub-Association” means any of the Home Owner Associations (HOAs) and Condominium Associations (COAs) within the Community.
- (n) “The Club at Ibis Property Owners’ Association, Inc.” means the Florida not for profit corporation that comprises the Master Association, also known as the “Club at Ibis.”

A2. ***Regulations and Regulation Precedence.***

(a) The Community consists of thirty-three neighborhoods, each of which is governed by a separate homeowners’ association (HOA) or condominium owner’s association (COA). While each Owner is automatically a member of the Master Association, each Owner is similarly a member of one or more Sub-Associations for his/her specific neighborhood within the Community. Each Sub-Association has its own budget, assessments, rules, regulations, and other restrictions. All Owners and their property within the Community are bound by both the Declaration and the applicable declaration of covenants for the applicable Sub-Association.

(b) Use of property within the Community is also subject to the codes, ordinances and other requirements of the City of West Palm Beach and other governmental agencies.

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(c) These Rules, Regulations and Policies (hereinafter the “**Rules**”) are a part of the overall governance system designed to promote the quality of life and enhance the experience of living in the Community. The rules, regulations, and restrictions of Sub-Associations are in addition to these Rules. In the event of a conflict between the Master Association’s and a Sub-Association’s governance documents, the more restrictive provision will apply. In the event of a conflict between the Master Association’s and governmental requirements, the more restrictive provision will apply.

(d) Except as stated above, if there is a conflict between the several Community regulations, the order of authority shall be: Declaration, By-Laws, Sub-Association declaration, Rules, Sub-Association rules, posted signs.

A3. Each Owner has a vote regarding the operation of the Club at Ibis, including the maintenance, operation, improvement, or preservation of the common areas within the Community. Club Members also have a vote regarding the maintenance, operation, improvement, or preservation of the Club Facilities. Not all Owners are Club Members, and those Non-Club Member Owners have only limited access to the Club Facilities. Non Club members see C.2 for more information.

A4. **Effectiveness.** To preserve, maintain and enhance the beauty and high standards of quality of life in the Community, the Board has adopted these Rules, Regulations, and Policies. These Rules apply to all property within the Community and are binding upon all Covered Persons. The Rules were adopted pursuant to the Governing Documents. The Rules are subject to amendment, from time to time by the Board. These Rules supersede and replace all prior versions of the Rules and have been modified and adopted by the Board effective as of November 1, 2021.

A5. **Purpose.** The Club at Ibis’s main mission is to ensure the Ibis Experience™ is maintained for all Owners. Specifically, the Master Association may:

- Own, build, improve, operate, repair, maintain, and replace certain real property, buildings, improvements, fixtures, and personal property in connection with the business and affairs of the Community.
- Establish, levy, collect, and enforce payment of all assessments and charges pursuant to the terms and provisions of the Governing Documents.
- Provide architectural and landscape control over the lots, units, and common areas located within the Community, to the extent that it is not properly and exclusively addressed by a Sub-Association.
- Promote and enforce rules, regulations, bylaws, covenants, restrictions, and agreements to effectuate the purposes of the Master Association.
- To maintain, operate, improve, and preserve the Club Facilities.
- To maintain access control into the Community and conduct safety and enforcement patrols by public safety/emergency personnel.

A6. **Notices to Members.** All notices, mailings, electronic communications, and other documents from the Master Association to Association Members shall be sent to the “Voting Representative” at his/her address as on file with the Master Association. Association Members and Club Members who provide their email addresses to the Master Association shall be deemed to consent to receiving electronic notifications via email. Pursuant to Chapter 720 of the Florida Statutes, the Master

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Association is required to maintain as part of its Official Records the email addresses of Association Members and Club Members consenting to receive notice via email.

**A7. *Inspection of Records* (Adopted 12/06/2021)**

(a) Official Records Defined. The Official Records available for inspection and copying are those designated by Chapter 720, Florida Statutes, the Florida Owners' Master Association Act, as such Act is amended from time to time.

(b) In addition to the procedures set forth in Florida Statute 720.303(4), the Master Association sets forth the following additional rules.

1. An Owner desiring to inspect the Master Association's Official Records shall submit a written request, by certified mail, return receipt requested, to the Master Association.

2. The request must state with particularity the Official Records requested, including pertinent dates or time periods. The request must be sufficiently detailed as to allow the Master Association to retrieve the Official Records requested. However, the Master Association is under no obligation to retrieve any records requested and may, in the alternative, require the Owner to schedule an appointment for physical inspection of the Official Records as they are kept in the ordinary course of business.

3. Inspection or copying of records shall be limited to those records specifically requested in advance, in writing.

4. Records shall be made available for inspection by the Master Association in compliance with Section 720.303(4), (5), Florida Statutes, as amended from time to time. After receipt of the written inspection request, the Master Association shall notify the Owner, by telephone, in person, or in writing, that the records are available and the time, date and place for such inspection.

5. Inspections shall be conducted on weekdays during normal business hours.

6. If an Owner desires to obtain a copy of any record, the Owner shall identify the record desired during the inspection. The Master Association shall not be obligated to copy or isolate any portion or portions of any Official Record to the exclusion of other portions of that particular record. The requested copies will be made available within a reasonable time, and only after payment of the charge for copies set forth below.

7. An Owner shall pay twenty-five (25) cents per page for letter or legal sized copies, payable in cash or by personal check. The Master Association shall not be obligated to undertake the photocopying of any records until the Master Association receives payment

8. All inspection of records shall be conducted at the Master Association's office or at such other location designated by the Master Association. No Owner may remove original records from the location of inspection. No alteration of the original records shall be allowed.

(c) Owners shall not harass the Master Association, the Board, management, or its designee about the records provided, or the contents therein. No questions relating to the contents of the records will be entertained.

(d) Official records, or any reproduction thereof, may only be disseminated to Owners of record, the lawful spouse of an Owner of record, or the attorney of a record Owner.

(e) Official records, or the reproduction thereof, shall not be posted on social media websites, blogs, personal websites, or any other electronic or public medium whatsoever.

## B COMMITTEES

B1. ***Committees Generally.*** In accordance with the By-Laws, there are various Master Association Committees that are staffed by member volunteers, as follows:

- BodyMind Connection™ Committee \* Finance Committee
- Golf Committee \*
- Grievance Investigation Committee
- Hearing Committee
- Architectural Review Board
- House & Grounds Committee \*
- Legal & By-Laws Committee
- Long-Range Planning Committee
- Membership & Marketing Committee\*
- Leadership Development Committee
- Sports Committee \*

*\*Denotes Open Forum at the Beginning of Each Meeting*

The By-Laws also address the Executive Committee, which is staffed only by members of the Board, and provide for the establishment of additional limited-purpose, project-oriented Ad Hoc Committees that are formed and dissolved from time to time.

Attached as **Exhibit A** summarizes the ways the Committees are to be structured and what is required of those who serve on them (Please note that these practices are subject to periodic review and updating.).

B2. ***Architectural Review.*** Whereas the Rule B1 prescribes committee purposes and composition, this Rule and the next specify policies and procedures having a direct impact on life within the Community.

(a) To maintain architectural and landscape control over the lots, units, and common areas located within the Community, the Architectural Review Board (hereafter the “**ARB**”) is comprised of volunteer Owners who have been appointed to the ARB by the Board. The mission

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of the ARB is to ensure that all changes, including but not limited to, construction, alteration, removal, and additions in the Community will be complementary and in harmony with the appearance of the Community as a whole. The ARB approves or disapproves all initial building and landscaping plans and specifications proposed by Owners as well as subsequent additions, alterations or revisions to such elements such as external painting, roofing, canopies, awnings, landscaping, and fencing.

(b) Where a Sub-Association has its own architectural review process and/or committee, or otherwise has the independent authority to review and approve improvements, alterations, and architectural changes within its area of responsibility, the ARB will not consider or review any submitted plans and specifications submitted pursuant to the Declaration, Article IX, until such proposed plans and specifications have been first approved by the applicable Sub-Association. Further, in the event the Sub-Association disapproves of any such submitted plans or specifications, such plans and specifications shall not be allowed to be submitted to the ARB and shall be deemed automatically denied by the ARB. If such plans and specifications are re-submitted to Sub-Association and are subsequently approved, such plans and specifications may then be submitted to the ARB in accordance with the requirements and procedures and will then be either approved or denied.

(1) Detailed requirements for landscape materials, pertaining to the type, size, quantity, and quality of materials, are contained within the Governing Documents and City of West Palm Beach codes and ordinances. See **Exhibit B** - ARB Application form and Requirements, attached.

(2) Prior to the commencement of any construction, plans must be submitted to the ARB and written approval of the ARB must be received by the Owner. Owners are advised to contact the Property Management Compliance office for preliminary information prior to the drafting and submission of plans. Current plan review fees and deposits vary depending upon the nature of the project and are subject to change by the Board from time to time. Refer to Exhibit A (iv). Please contact the Compliance office for current plan review fees and deposit information.

(3) For complete details of architectural review by the ARB refer to the Declaration, Article IX and other Governing Documents.

(4) For detailed requirements for construction of new homes or major additions see the Ibis Design Review and Construction Procedures Manual which is available at the compliance office.

(5) Any approval granted by the ARB applies only to the particular plans, and specifications, which it reviewed. Any deviation or modification from the plans or specifications approved by the ARB will be deemed to be a violation of the Declaration and these Rules, for which the Owner shall be responsible.

(6) Approvals from the ARB must be in writing and signed by an authorized member of the management of the Master Association. No verbal alterations or deviations from approved plans and specifications are permitted.

(c) Each Owner shall be deemed to agree to take immediate corrective action, at his/her own cost and expense, to correct any deviation from the approved plans and specifications if the management of the Master Association reasonably determines that any construction or demolition activity is taking place which is in violation of or not in conformity with the approved plans and



specifications including matters relating to landscape and irrigation. The Owner or builder of a unit or lot is required to give the Master Association a deposit at or before the time that the plans and specifications are approved by the ARB (a “**Deposit**”). The Board has the right to determine the appropriate amount of the Deposit, from time to time, at its discretion.

(1) The Deposit shall be used as assurance (i) that the Owner will keep the lot and rights-of-way adjoining the property in a neat, clean and reasonable condition before, during and after construction, (ii) that the Owner will not cause any damage to property other than Owner’s lot , including, but not limited to, rights-of-way , pavement , other driving surfaces, shrubs, trees, drainage structures, and grading, and (iii) that the Owner will comply with all duties and requirements placed upon them under these Rules, the Declaration, applicable laws and under the Design Review Manual.

(2) The Master Association shall cause the Deposit to be placed in a separate non-interest-bearing escrow account for the benefit of the Community for administering architectural review and oversight.

(3) Upon completion of construction or demolition, as evidenced by the issuance of a City of West Palm Beach certificate of occupancy (c/o) if a c/o is to be issued for the type of construction or demolition being done, and after the site is left in a clean condition without damage to private property or with any such damage having been repaired by the owner/builder to the satisfaction of the Master Association, the Master Association shall promptly refund the Deposit or so much of the balance of the Deposit as remains after any deductions are made to correct deficiencies.

(4) If, at any time during the construction or demolition process, damage is in excess of the Deposit, the Owner is responsible for promptly increasing the amount of the Deposit to an amount sufficient to cover all damages.

(d) Timeliness.

(1) Recognizing that ongoing construction or demolition activity, if not completed in a prompt and expeditious manner after the commencement of construction or demolition, could be a source of annoyance or dissatisfaction to nearby residents, the Master Association requires that once commenced, all construction or demolition activity be completed in a prompt, continuous and diligent manner. All construction or demolition of units shall be completed within one year from the date of issuance of an ARB approval for each structure or within one year from the date of actual commencement of construction or demolition, whichever occurs later. The Master Association, at its discretion can stipulate time limits for the completion of approved projects and construction.

(2) Any interruption in construction or demolition for a period of thirty (30) Days shall create a presumption that such construction or demolition is not being carried out in a prompt, expeditious and continuous manner as otherwise required by this Rule. If an Owner does not complete construction or demolition of a unit in a timely fashion, the Master Association shall have any and all remedies available by law, in equity or as provided in the Declaration and other Governing Documents. Any such failure to complete construction or demolition within the time required may subject the Owner to litigation costs and assessments and could result in a lien affecting the property.

(3) Any requests for time extensions, excluding those associated with Acts of God (force majeure) with respect to this Rule must be made in writing and submitted to

the compliance office and shall be accompanied by a nonrefundable fee in the amount of 50% of the original Deposit. Such requests shall indicate the current status of construction or demolition, the reasons for the time extension request, and the new estimated date for completion.

(4) Construction or demolition not completed within the stipulated time periods, or a project upon which construction or demolition is not continuous as required by this rule may be treated as a nuisance and a violation of the Governing Documents and Rules for which Enforcement rights may be available. This Rule may be enforced in the same manner as all other Rules by an action of law or in equity for injunction or other relief and costs of enforcement shall be charged against the Owner in violation which, if not paid, shall become a lien against the property together with reasonable attorney's fees and costs.

**B3. *Grievances and Grievance Procedures.*** Any Covered Person whose conduct shall be deemed to be a nuisance or to be likely to disrupt or endanger the health, safety, welfare, harmony, and/or good reputation of the Master Association, another Covered Person or any member of the Master Association management or staff may be reprimanded or may be fined and/or suspended pursuant to these processes. For a grievance based on a violation of the Governing Documents related to a Covered Person's conduct (i.e., not involving the Architecture Review Board decisions or citations issued by Master Association Security Personnel) grounds include (by way of example and not of limitation):

- (a) Submission of false information to a person or entity acting on behalf of the Master Association;
- (b) Behavior, deportment, or appearance that constitutes an unreasonable nuisance, including, without limitation, intoxication;
- (c) Unauthorized use of a Club Member's membership card or Club Membership account;
- (d) Failure to accompany a Household Guest where required when using the Club Facilities;
- (e) Failure to abide by the Governing Documents (including the Rules and Regulations of the Master Association) or by the use restrictions contained in any sign posted by the Master Association;
- (f) Treatment of another Covered Person, or member of the Master Association staff or management in an unacceptable manner.
- (g) Recklessly or intentionally causing damage to the Master Association property or facilities;
- (h) Verbal or physical abuse of another Covered Person, or member of the Master Association staff or management; and
- (i) Other acts or omissions that endanger the health, safety, welfare, harmony, and/or good reputation of the Master Association.

Grievance procedures are set forth in **Exhibit C**.

**B4 *Leadership Development Committee.*** The Committee shall cultivate interest in service on the Board of Directors and review the qualifications of persons who wish to submit themselves as candidates to be elected to the Board of Directors. Anyone who wishes to be considered as a candidate for election to the Board of Directors shall submit to and complete the application and

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candidate qualifications processes established from time to time by the Leadership Development Committee. Candidates who are endorsed by the Committee shall have their names appear on the election ballot and/or proxy with an asterisk denoting such endorsement. Persons who do not obtain the written endorsement of the Committee but who have nonetheless submitted to and completed the application and candidate qualifications processes shall also appear on the election ballot and/or proxy but will not have their names designated with the endorsement asterisk. The procedures and various deadlines shall be established from time to time by the Committee. Detailed information regarding the Leadership Development Committee is set forth in **Exhibit D**.

## C. COMMUNITY RULES

C1. ***Alcoholic Beverages.*** Alcoholic beverages may not be consumed on any common areas of the Community, unless provided by or through a Club Facility or special permission is granted by the General Manager.

### C2. ***Activities On Club Property and Other Common Areas***

(a) Non-Club Member Owners, their renters, family members, invitees, and guests are not permitted on the Club property except to access club facilities to transact such Owner's business. Walkers, joggers, bicycles, or roller blades skaters (whether Club Members or not) are not allowed on the golf cart paths at any time. Therefore, any such unauthorized use of the golf cart paths, or other portions of the golf courses shall be a breach of the Rules and is prohibited.

(b) Dogs and other pets are only permitted on the common or Club property in designated areas and under appropriate limitations (e.g., leashes). Owners, renters, tenants, family members, invitees and guests shall not walk or curb their dogs on the golf cart paths or other golf course property.

(c) Non-Club Member Owners, their renters, family members, invitees, and guests are not permitted to engage or participate or encourage any prohibited activity on the Club Facilities. No Covered Person is permitted to use fireworks, drones, or model aircraft, whether motorized or not in the Community without prior permission of the Master Association, which may be withheld or conditioned.

### C3. ***All-Terrain Vehicles, Off-Road Vehicles, and Bicycles.***

(a) No motorized or battery-powered vehicles may be operated on or off paved roadways except as specifically approved in writing by the Master Association. "All Terrain Vehicles" are prohibited from being stored, used, or driven on any portion of the Community. Off-street motor vehicles operated by the Master Association or any Sub-Association, or any of their contractors, subcontractors or designees are excepted from the restriction of the prior sentence. All motorized vehicles operated on common property, whether on or off paved roadways, must be operated by a driver with a current, valid driver's license and such driver must have comprehensive liability insurance covering such vehicle in an amount to be determined from time to time by the Board. The Master Association may request the owner of the vehicle to provide proof of such liability insurance in a form reasonably satisfactory to the Master Association.

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(b) Bicycles and similar devices shall be stored only within Units. In the event bicycles or similar devices are left on the Common Areas, they may be impounded by the Master Association and shall be released to the Owner only upon payment of an administrative fee established by the Board. Such an administrative fee shall be an Individual Assessment enforceable pursuant to the procedures set forth in Article V of the Declaration. The Master Association shall have the right but not the obligation, to impound and store bicycles or similar devices and, after sixty (60) days of storage, dispose of same. The Master Association, its employees, officers, directors, and designees shall have no liability for damage to or loss of bicycles while impounded or in the event of disposal of bicycles or similar devices.

(c) Motorized/electric bikes are not permitted on sidewalks, Golf Cart Paths, the cart paths leading to or from the Clubhouse, The CORE, the tennis courts, or their adjacent cart parking areas at any time. Such vehicles are permitted to park in the Club Parking Lots that are accessible by use of the roadways. Motorized/electric bikes are defined in section 316.003(42) of the Florida Statutes, as “Any vehicle having a seat or saddle for the use of the rider, designed to travel on not more than three wheels, and not capable of propelling the vehicle at a speed greater than 30 miles per hour on level ground.”

(d) Motorized scooters are not permitted on any Club property.

(e) All motorized vehicles operated within the Community, whether on or off paved roadways and drives, must be operated by a driver with a current valid driver's license.

#### **C4. *Boats, Trailers, Campers, and Commercial Trucks***

(a) No boats or watercraft of any kind are permitted within the Community’s lakes or waterways, except those used by the Northern Palm Beach County Improvement District for water control and aquatic vegetation control purposes.

(b) Unless otherwise restricted in these Rules, no boat or watercraft of any kind, trailer, camper, or commercial truck shall be parked or stored on a lot or unit or upon a common area, except within an enclosed garage, nor shall any maintenance or repairs be performed upon any such entity or other motor vehicle.

(c) No vans, except passenger vans having installed side windows and having full permanent seating capacity for at least five (5) passengers, excluding the driver, shall be placed, or parked upon any lot or unit or otherwise upon the common areas. Passenger vans as defined herein, may only be kept, stored, or parked within an enclosed garage.

(d) No trailer or habitable motor vehicle of any nature, motorcycle, truck, pick-up truck, boat or watercraft of any kind, or camper, or vehicles having printing or advertising on exterior surfaces or visible from the exterior, shall be kept, stored, or parked on any lot or otherwise upon the common areas. However, service vehicles not owned or operated by Owners, their families, lessees, or guests that are intended to provide service to lots, units, or improvements, may be temporarily parked within the community during daylight hours.

(e) No commercial vehicles or equipment may be parked or stored overnight on any parcel of land except in an area designated in writing by the Master Association for such purpose. For the purpose of these Rules, the term "overnight" shall mean the parking of any vehicle between the hours from 12:00 midnight until 7:00 am.

(f) Complete details of requirements related to Boats, Trailers, Campers, and Commercial Trucks are further contained in the Declaration, Article VII, Section 9.

#### **C5. *Community Access Control***

(a) The Public Safety Department has the responsibility to control access to our Community. To aid in that process, a vehicle barcode and visitor pass system has been implemented for the Community. Under the system, all Owners and employees are issued a unique barcode for each vehicle. If a vehicle is sold or disposed of, the vehicle owner must immediately notify Ibis Public Safety. A new bar code will not be issued until the old one is deleted.

(b) At each entry gate, there are presently two lanes for traffic entering with the extreme right lane specifically marked only for residents and employees with barcodes. City, County, State, and Federal governmental officials always have the right to enter.

(c) Any Owner who expects guests or service personnel to visit their Unit or Lot should authorize that guest or service personnel in advance through the Master Association computer gate access system, presently available at (561) 625-8464 or online through gateaccess.net. The officer on duty will conduct verification of the guest or service personnel when he/she arrives at the gated entrance and the guest or service personnel will be admitted and given directions, if necessary, to the Owner's Unit or Lot. If a resident has not notified the Public Safety station as to the expected arrival of guests or service personnel, the officer will, if time permits, call the phone number provided by the Owner to obtain permission for entry into the Community. If no one answers the phone, the guest or service personnel will be denied access.

(d) To expedite vendor traffic into the Community, a vendor who regularly serves three or more residents (cleaning persons, pool maintenance, etc.) may apply for a vendor identification card. The card is a photo identification containing all pertinent information and, at present, is simply swiped through a card reader at either entry gate to log the individual's access into the Community. Additional information is available through Ibis Public Safety at (561) 624-8911.

#### **C6. *Community Patrol***

(a) Ibis Public Safety Department officers are employees of the Master Association. They are armed officers who are licensed and trained in accordance with all applicable laws, rules, and regulations. The Ibis Public Safety Department maintains a close working relationship with the City of West Palm Beach Police and Fire Departments, to include reporting violations of the law and emergency situations to the police and fire departments for appropriate action.

(b) Although both Ibis Public Safety Department officers and City of West Palm Beach

Police officers patrol the Community, the City of West Palm Beach Police and Fire Departments have primary responsibility and jurisdiction for all police and emergency service matters within the Community and are responsible for responding to police and other emergencies involving the safety and welfare of Covered Persons and Master Association employees. **In the event of a police, fire or medical emergency, residents should call 911 first and then the Ibis Public Safety Department at (561) 624-8911**

**C7. Construction Days and Hours of Operation.** No outdoor construction or development activity of any kind, including demolition, staging, and deliveries, is permitted within the Community on Sundays and legal holidays, or on Monday through Saturday between the hours of 6:00 pm and 7:00 am without the express prior written consent of the Master Association. See **Exhibit E – Design Review and Construction Procedure Manual.**

**C8. Enforcement**

(a) Public Safety officers, other Master Association staff, the ARB, and the Board are authorized to enforce the Governing Documents and Rules throughout the entire Community.

(b) The Master Association has and reserves the right to take whatever action it deems reasonably necessary to correct any existing violation if an Owner fails or refuses to do so within the time specified. All costs and expenses of any such actions undertaken by the Master Association shall be chargeable to the Owner and may result in a lien on the property. Nothing contained herein shall, however, require the Master Association to correct defects or nonconforming construction.

(c) The Master Association, through the ARB or otherwise, shall have the right, but not the obligation, to enforce all maintenance and repair obligations of Owners and Sub-Associations under the Governing Documents, these Rules and under any applicable restrictions encumbering property in the Community. Each Owner shall perform such maintenance and repair to their property to maintain the condition and appearance to the Community standards, as determined by the Master Association including but not limited to the painting of exteriors, roof maintenance, and repair of exterior premises, in neighborhoods whose governing documents obligate the Owner to maintain.

(d) The Master Association's right to enforce maintenance and repair obligations shall extend to property owned by individuals, as well as common property owned, maintained, or operated by Sub-Associations. **Nothing contained herein shall, however, require the Master Association to enforce any such repair or maintenance obligations under the Governing Documents, Rules, or the declaration of any Sub-Association.**

**C9. Exterior Lighting and Skylights.** All fixed exterior lighting and skylights shall be subject to prior ARB written approval. Sub-Associations may install pendant type decorative lighting on their monument signs if it is hardwired into the power source.

**C10. Exterior Holiday Lighting and Decorations.** Exterior holiday lights and home decorations for individual homes, units or lots and Sub-Association common property may be

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installed after November 1, illuminated one week prior to Thanksgiving and must be removed prior to January 7th. Size and intensity of lights and decorations and duration of display need to be kept within reasonable limits, which shall be at the sole reasonable discretion of the Sub-Association. Notwithstanding the Sub-Association decision, the Master Association shall have the right to intercede.

**C11. *Fines, Penalties, Attorney Fees and Costs***

(a) The Governing Documents authorize the Master Association in addition to all other powers to impose fines, penalties, suspensions, or other appropriate remedies. The Board has adopted a fine and penalty schedule for various infractions. See Exhibit C. (click through) The By-Laws (Art. XVI, Section 3) and these Rules prescribe a Grievance procedure. The By-Laws and Rules also provide information on the amount, payment, and collection of fines. Among other remedies for unpaid fines, the Board may take legal action under Florida Law and the Governing Documents and may seek recovery of attorney's fees and other costs.

(b) The Master Association shall have the right and authority to enforce its Rules as provided in Chapter 720 of Florida statutes.

**C12. *Firearms and Weapons.*** No person is permitted to carry a firearm, whether concealed or not, in the Community, except Ibis Public Safety officers and other law enforcement officers; *provided, however,* it is permissible to transport a locked or encased firearm for use outside the Community. The carrying, possession and use of firearms or any other item defined as a weapon by Florida Firearms Statute 790.06(12)(A) are also governed by the applicable laws of the State of Florida, as they may be amended.

**C13 *Golf Carts.*** Golf carts operated by individuals within the Community must comply with the following requirements:

(a) Privately-owned golf carts must be electrically operated, four wheeled units manufactured by Club Car or EZ Go. Club Car shall be Club Car Tan in color only for the main body and roof. EZ Go must be Ivory in color only for the main body and Stone Beige for the roof. The remainder of the cart must be in factory colors only. Pinstripes shall be of black or gold color only and the design must be approved by the Master Association.

(b) All carts must have their Family Surname(s) of the owner(s) on the front of the cart, located below the windshield, in black lettering no less than two inches tall. Given names or initials may be added to one or both sides of the cart in a minimum of two-inch black lettering.

(c) All seat covers must be expressly made for golf carts and must be of muted colors or stripes. Any questions should be addressed in advance with Club Management.

(d) All carts must have approved uniform wheels and hubcaps. Any wheels or hubcaps other than standard issued equipment by Club Car or EZ Gol are to be approved by Club Management prior to installation.

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(f) Rain enclosures shall be made of colors that closely match the pattern of the cart seats or those supplied by Club Car or EZ Go.

(g) No political or offensive stickers or windsocks shall be permitted. Appropriately sized American or International Country flags shall be permitted. Any questions should be addressed in advance with Club Management.

(h) No State issued license plates will be permitted.

(i) A valid driver's license is required to operate a golf cart within the common areas of the Club at Ibis or within Club property. Consequently, no one under sixteen years of age may operate a golf cart within the Club at Ibis.

(j) All golf carts must be operated or driven in a safe and responsible manner, including, but not limited to the number of occupants and shall not travel above 18 mph on level ground.

(k) Golf carts are not permitted on roadways or common property where the speed limit is 25 mph or greater.

(l) Members with privately-owned golf cart privileges assume the risk of use of such cart and shall be responsible for all damages caused by the use of the cart by the Member and Guests, all in accordance with the provisions of Article XVIII, Section 21, of the By-Laws (Assumption of Risk and Indemnification).

(m) Golf carts may only park in designated golf cart parking areas and are not allowed in automobile parking lots or parking spaces. No golf cart may be parked behind Community Dwellings on any golf course, except during the normal course of play.

(n) The appearance and condition of golf carts is critical to maintain the overall visual quality of the Club at Ibis and its surroundings. The Club at Ibis reserves the right to strictly enforce the highest level of maintenance for private carts.

(o) Any person driving a privately-owned golf cart within the Club Facilities will be required to have and use headlights equipped thereon after dark. Any golf cart which was purchased prior to December 21, 2020 and does not have headlights will be permitted to use same for so long as they have that golf cart, but are prohibited from using said golf cart when it is dark outside or visibility is otherwise impaired. The member will be required to sign a release/waiver provided by the Club. Any golf cart acquired after December 21, 2020, must be equipped with headlights.

(p) All private cart owners will be given these guidelines and required to comply with them in order to be issued an annual trail fee sticker or Club property access sticker. Either a trail fee or Club property access sticker must be purchased on an annual basis to be allowed on Club property, and proof of liability insurance for the golf cart shall be verified by the Club before an annual trail fee sticker or Club access sticker is issued.

(q) Non-compliance will be addressed by Club Management. All Members operating private golf carts with the annual trail fee sticker or Club property access sticker, shall be required to sign an Agreement and Release of Liability agreeing to hold the Club and its affiliates harmless as a

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result of any loss or damage relating to the operation of the golf cart by the owner and his/her users or guests.

(r) Rules applicable to cart on Club Facilities

(1) Certain accessories, such as extended seats without a golf club bag well, lift kits, and off-road wheels and tires, are not permitted on the golf courses. Contact Club Management if you have questions on permitted accessories.

(2) The right to use a privately-owned golf cart on all Club Facilities is granted only to Premier Golf and Signature Golf Members who have paid the appropriate Trail Fees and provided required proof of insurance. All Premier Golf and Signature Golf Members who desire to operate a private golf cart on the golf course facilities must sign a Trail Fee Agreement (available at the Membership Department and posted on the Website) which includes a release of liability agreeing to hold the Club and its affiliates harmless because of any loss or damage relating to the operation of the golf cart by the Member and his/her Household Users or Guests. To purchase a Trail Fee, see the Membership Department. Tennis and Social Sports Members may use registered privately-owned golf carts subject to the restrictions herein.

(3) Carts may never be driven within 45 feet of a green. This includes Disabled Person Bag Tag holders.

(4) The cost of repair of a Club-owned cart, if damaged by the negligence of a Club User, will be charged to the Member.

(5) Accessing a golf course or Golf Cart Path directly from a Community Dwelling is prohibited. Golf carts must use roadways or sidewalks to access any Golf Cart Path.

(6) All carts used on the golf courses shall be equipped with sand buckets.

C14. ***Hunting and Fishing.*** No hunting of any kind is permitted within the Community. Fishing by Covered Persons in certain lakes within the Community is permitted with a State of Florida Fresh Water license, for Covered Persons between 16 and 65 years old.

C15. ***Irrigation.*** Irrigation from lakes and other water bodies within the Community or by wells shall be permitted only upon the written approval of (i) the ARB, (ii) the Club as applicable and (iii) any governmental agency having jurisdiction therefor. Use of well water will require the installation of an iron inhibitor filter. No individual water supply system or individual sewage disposal system shall be installed, maintained, or used on any lot or unit unless approved in writing by the ARB. All such approvals shall be in the sole discretion of the ARB and otherwise in accordance with Article IX of the Declaration and other Governing Documents.

C16. ***Lakefront Property and Lakes***

(a) No boathouse, dock, wharf, raft, boat ramp, boat or watercraft lift, or other structure of any kind shall be erected, placed, altered, or maintained on or adjacent to the shores of a lake, drainage area, pond, or other body of water in the Community.

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(b) No solid or liquid waste, litter, or other materials or debris of any kind may be discharged into/onto or thrown into/onto any lake, drainage area, pond, marsh, wetland or other body of water or the banks thereof in the Community.

(c) Swimming pool water or other water from other sources must not be discharged directly into the lakes or into the roadway drainage systems. Such discharge is a violation of the City of West Palm Beach Code of Ordinances. If swimming pools must be drained or water levels lowered, then such discharge shall be to pervious areas such as lawns or landscape.

(d) The owner of a lakefront lot or unit or the associated Sub-Association shall maintain the lawn and yard landscaping in the back of the lot to the edge of any adjoining water line of any water body, as such line may change from time to time by virtue of changes in water levels, whether or not such Owner's lot extends to the edge of such water body.

(e) No Owner, or another acting on behalf of the Owner, may trim, cut, disturb, or interfere with any grass, floral or other plant growth on any littoral shelf or zone as defined by the Northern Palm Beach County Improvement District. The littoral shelf or zone is defined where the water and the land meet along the shoreline of any pond, lake, or other body of water regardless of when or why from time to time there is a variance in the meeting of the land and the shoreline.

(f) Landscape maintenance shall be conducted in accordance with the Best Management Practices for Improving and Sustaining the Aesthetic and Environmental Values of the Lakes in the Community – Copy available at the Master Association office.

C17. ***NEVs and LSVs.*** State-licensed 'Street Legal' Neighborhood Electric Vehicles (NEVs) and Low Speed Vehicles (hereinafter collectively "LSVs") are not Golf Carts and, as such, are not governed by Rule C19. LSVs are not permitted on the Golf Cart Paths, the cart paths leading to or from the Clubhouse, The CORE, and the tennis courts, or their adjacent cart parking areas at any time. Such vehicles are not permitted to park in the Club Parking Lots at any time. LSVs may not transit Club Property except to directly access any parking area(s) designated specifically for LSVs or to make brief stops under the Clubhouse porte cochere.

C18. ***Noise and Nuisance***

(a) No Owner or his/her guests, lessees, invitees, builder, contractors, subcontractors, or vendors shall make, create, or allow to be made or created any unnecessary, excessive, or offensive noise or nuisance, or disturbance which destroys or interferes with the peace, quiet, enjoyment and/or comfort of other owners or residents within the community, as determined by the Master Association in its sole discretion.

(b) Noise levels are also subject to local governmental rules and regulations. In addition, between the hours of 10:00 pm and 7:00 am, Monday through Saturday, and 10:00 pm and 12:00 noon, Sunday, no person on a residential lot or in a unit shall operate, play, or cause to be operated or played any radio, phonograph, television, stereo system, sound amplifier,

appliance, lawnmower, machine, musical instrument, equipment, or motor of any kind, or like device, including fireworks in accordance with Florida Statute 791, which makes music, noise or vibration which can be heard outside the lot and/or unit.

(c) Please note that golf course operations conducted by employees of the Master Association are not subject to the above delineated days and hours. Owners or residents who live adjacent to a golf course may be subject to noise from golf maintenance equipment during golf course maintenance operations which may take place during the above noted days and hours. In addition, emergency equipment may be utilized during power outages or other emergency situations.

#### **C19. *Parking (On-Street)***

(a) To maintain a safe flow of traffic within the community, on-street parking is based upon an odd or even address policy. The policy requires that vehicles be parked (during hours of permitted parking) on the side of the road corresponding with the appropriate odd or even street number address. On odd calendar dates, vehicles are required to be parked on the side of the roadway with odd numbered addresses and on even calendar dates, vehicles are required to be parked on the side of the roadway with even numbered addresses.

(b) The following are exceptions to the above noted odd or even address parking policy.

- In areas where the residential street is divided by a median or other permanent divider, this rule will not apply. All vehicles will be required to park on the side of the street fronting the homes. Parking against the median is prohibited. The same proviso will apply to a cul-de-sac. Traffic will park on the residential side of the street while parking against the cul-de-sac center rotary is prohibited.
- In areas where there are homes on one side of the street only, all vehicles will be required to park on the non-residential side of the street.
- All addresses on Lakes Boulevard, within the community of Ibis Isle are even numbered. As a result, the following provision will be in effect for the Ibis Isle community only. For home addresses 9018 through 9026, vehicles will park on the side of the street in front of these homes on "ODD" numbered calendar dates. For home addresses 9064 through 9054, vehicles will park on the side of the street in front of these homes on "EVEN" numbered calendar dates. For home addresses 9028 through 9052, vehicles will park on the center island side of the street.
- Within the community of Osprey Creek, for addresses numbered 10370, 10372, 10374 Osprey Trace South, parking on their side will be on odd numbered calendar dates, while for addresses 10352, 10354, 10356 Osprey Trace South, parking on their side will be on even numbered dates. The remainder of the Osprey Creek community will follow the standard alternate side parking rule.
- Within the community of Egret Meadow, for addresses numbered 8513, 8515 Egret Meadow Lane, parking on their side will be on even numbered calendar dates, while for addresses numbered 8527, 8529 Egret Meadow Lane, parking on their side will be on odd calendar dates. The remainder of the Egret Meadow

community will follow the standard alternate side parking rule.

- Within the community of Villagio, parking in Piazza Fontana will be adjacent to the center island.

(c) No vehicles may be parked on or within the driving surface and rights-of-way of the core roads, consisting of Ibis Boulevard, Sandhill Way East, Sandhill Way West, and Sandhill Way South at any time. No vehicles may be parked on or within any golf course areas, drainage areas, or unimproved sites of future single or multi-family construction. This provision shall not apply to any construction or maintenance vehicles parked properly on site (including parking on the appropriate side of the road) in connection with the performance of any construction or maintenance activity approved by the Master Association, providing: (a) such vehicles do not cause any damage to property; (b) any damage to property is promptly repaired to the satisfaction of the Master Association by the person responsible; and, (c) such vehicles obtain prior written approval of the Master Association as to the area where and during what times such vehicles may be parked.

(d) No vehicle may be parked on any driving surface of any private road, nor shall any vehicle be parked in any manner which blocks all or a portion of the driving surface of a private road, bike paths, sidewalk, or any portion thereof, or through driving surface overnight at any time between 12:00 midnight and 7:00 am.

**C20. *Parking (Off Street).*** No vehicle may be parked off street on any Common Property. No vehicle may be stored, with tarpaulin or similar covering, on residential property other than within a garage enclosure.

**C21. *Pets, Livestock, or Poultry***

(a) No animals, reptiles, livestock, or poultry of any kind may be kept on any lot or within any unit, except no more than a maximum of four (4) household pets may be kept, provided they are not kept or bred for any commercial purposes, and provided that they are not a nuisance to any neighbor by reason of barking, noise, or otherwise and as determined at the sole and absolute discretion of the Board from time to time. "Household pets" including service animals and/or emotional support animals are defined as dogs, cats and other animals expressly permitted by the Master Association, if any, and any applicable city or county or state, or federal law or regulation. Notwithstanding the pet may be a service animal or an emotional support animal, in that the Board understands its obligation to provide for reasonable accommodations, but to the extent that such a pet becomes a nuisance, including but not limited to a danger, the Master Association retains the authority to enforce by any and all necessary means, this provision and any Rules and Regulations and Use Restrictions regarding the keeping of animals.

(b) Additionally, if the Master Association, in its sole and absolute discretion, determines that a pet has a dangerous propensity, either by actions against persons and/or other pets, the Board has the authority, but not the obligation, to require the pet's immediate removal on a permanent basis. The Board also has the authority to allow the pet to remain on the property, but subject to certain requirements, including but not limited to muzzling.

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(c) Domestic birds, within the 4-pet limitation, and fish are permitted, if they are kept indoors and are not a source of unreasonable annoyance to neighbors

(d) All animals must be kept on a leash when they are outside the Owner's Unit or Lot and shall not be allowed to run loose, except when present or confined in the IBIS Dog Park and otherwise subject to the rules for the IBIS Dog Park.

(e) Pets are also regulated by the City of West Palm Beach Leash Law, as well as the Palm Beach County Health Department, and the Palm Beach County Animal and Care Control, which include, but are not limited to, the following:

- It shall be unlawful within the City to keep and possess a dog or cat or other household pet, as herein defined, unless the owner or keeper shall have the same inoculated, if applicable, against rabies or other diseases by a duly qualified and licensed veterinarian. Such dog or cat or other household pet, as herein defined, shall be inoculated in like manner in cases of emergency whenever ordered by the State Board of Health.
- No person owning, harboring, or having in his or her possession any dog or cat or other household pet, as herein defined, shall allow or permit such dog or cat or other household pet, as herein defined, to run at large within the community or allow such household pet, to be upon any public street, road, or right-of-way within the community, unless accompanied and controlled by an attendant who shall have such dog or cat or household pet firmly held by a collar and leash or other restraint.
- Owners shall assume full responsibility for any damage to persons or property caused by his or her pet.
- No dog, cat, or other pet shall be permitted to deposit waste upon the property of others, including pet owner's property as well as the common property. The owner of the pet, or his/her designee, is required to carry means to properly dispose of his/her pet waste deposits and accomplish same as necessary.

(f) All Ibis dog or cat owners are subject to the above paragraphs with reference to dog or cat care, within the Ibis community. Please refer to your individual Sub-Association documents for specific or additional pet regulations which may be applicable within your neighborhood.

## ***C22. Play and Recreational Equipment and Devices***

(a) Above ground pools are prohibited on residential lots or units.

(b) Exterior, outdoor recreation sport, and athletic apparatus, mechanically operated or otherwise, such as, but not limited to, tennis ball machines, archery targets, racquetball/handball walls, baseball/softball batting cages, golf practice nets, soccer goals, etc. are prohibited on residential lots or units.

(c) Portable basketball hoops may be used on residential lots or units during daylight hours but must be retracted or placed inside a garage and not evidently visible after use and for nighttime storage.

(d) Playground equipment and swing sets may be built, installed, and maintained on residential lots or units, subject to prior ARB written approval. Any such equipment or facilities must be placed in the rear of the residential lot and screened from the view of adjoining properties, roads, golf courses, and common areas with landscape shrubbery as determined necessary by the ARB.

C23. **Parks.** The Master Association operates several private parks, including but not limited to, the Ibis Park, the Ibis Dog Park, and the Ibis Butterfly Park. The use of each park is subject to posted rules which are incorporated herein by reference.

C24. **Seasons.** Some privileges change with the season. In such cases, the following apply:

- In Season: November 1 through April 30.
- Off Season: May 1 through October 31.

C25. **Solicitations.** Residents have a right to privacy. Information such as the Master Association directory or Sub-Association Directories, may not be used for commercial, business, or other solicitation purposes or for any related activity without the written permission of the General Manager. No commercial material shall be posted or circulated in or around facilities or on Common Property without the prior, written consent of the General Manager.

C26. ***Speed Limits, Traffic Control Signs, Traffic and Other Violations***

(a) Except where otherwise posted, speed limits within the Community are 25 MPH. Ibis Public Safety officers have been certified in the use of radar equipment to determine the speed of vehicles on all roads within Ibis. If an officer signals a vehicle to stop for any traffic violation, the operator of the vehicle will be required to produce a valid driver's license.

(b) Posted speed limits and other traffic control signs within the Ibis community are strictly enforced by both Ibis Public Safety and City of West Palm Beach officers and thus should be strictly observed.

(c) As part of the traffic enforcement program within Ibis, an automated radar monitoring device is also utilized. The device is standalone and monitors, via video, traffic in areas to which it is deployed. The video is reviewed, and violations are noted as a still shot photo to be utilized as supporting documentation if a citation is warranted.

The Board has established a fine schedule for speeding and other traffic violations. See **Exhibit F**. The fine schedule may be amended by the Board of Directors from time to time.

C27. **Streetlights.** All developments within the Community are required to have lighting of a white color, typically in the warm white to bright light range of 3000k to 6500k, including streetlights and coach lights. Any existing streetlight bulbs of another color must be replaced with white bulbs as they burn out.

C28. **Street Marker Buttons.** Pyramid style street marker buttons, rocks, or boulders are prohibited. Round style street marker buttons (standard at Ibis) are permissible and must be

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maintained as approved by the Master Association.

**C29. *Temporary Structures.*** No structure of a temporary character, such as tents or cabanas, shall be permitted on any Lot or Unit within the Community at any time or used at any time as a residence, either temporarily or permanently, unless otherwise approved by the ARB. Tents or similar structures for weddings or special events must be approved by the ARB.

**C30. *Towing of Vehicles***

(a) All property within the Community shall be deemed to be a "tow-away" zone for vehicles parked in violation of these Rules and Regulations. "Vehicle" shall also mean boats, vans, campers, mobile homes, recreational vehicles, motorcycles, trailers, and the like.

(b) Subject to applicable laws and ordinances, any unregistered, unauthorized, or illegally parked vehicle parked in violation of the Governing Documents or Rules and Regulations contained herein may be towed away by or at the request of the Master Association, at the sole expense of the owner of such vehicle, if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or, if such vehicle is causing an obstruction or safety hazard on the Common Areas within the Community, in such lesser time period as the Master Association or its designee, in their sole discretion determines.

(c) The notice of violation shall include the name and current telephone number of the person or firm towing or removing the vehicle. Owners of vehicles towed shall be required to pay the costs of towing and storage charges of the towing company.

(d) The Master Association and its officers, directors, agents, employees, and designees shall not be liable to the vehicle's owner or any other person or entity or any property owner for trespass, conversion, property damage, or otherwise, nor guilty of any criminal act, by reason of such towing and once notice is posted on the vehicle, neither its removal, nor failure of the owner to receive such notice for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

(e) NOTE: Neighborhood Sub-Associations within the Community may have rules and regulations pertaining to vehicles that are more restrictive than those of the Master Association. In any such event, the most restrictive provision shall apply.

**C31. *Transfer, Sale, or Lease of Property***

(a) No instrument purporting to transfer an interest in, or title to, a Residential Lot or Residential Unit shall be effective unless the Master Association shall certify compliance of the Residential Lot or Residential Unit with the Declaration. A Certificate of Compliance by the Club at Ibis under this Section shall only be by recordation of a Certificate of Compliance in the Public Records of Palm Beach County, Florida, executed by an officer of the Master Association and certifying compliance of the residential Lot or Residential Unit as herein provided. The criteria for certification by the Club at Ibis under this Article VII, Section 33 shall be ministerial only.

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(b) No Residential Lot or Unit may be rented or leased within the first 12 months of property ownership transfer. Residential Unit may be leased only in its entirety; no fraction or portion thereof may be separately leased.

(c) No Residential Lot or Unit shall be leased more than three (3) times in any calendar year, with the first day of occupancy under the lease determining in which year the lease occurs.

(d) No lease of a Residential Lot or Unit shall be for a period of less than sixty (60) consecutive days.

(e) Owners shall provide documentation and evidence of compliance with all City or County Government regulations and having obtained all required permits or licenses and paid all applicable rental taxes, hotel taxes or other applicable taxes as a condition of any lease and/or rental approval.

(f) Notice to the Club at Ibis is required for any lease or renewal of lease. Rental or leasing agreements shall be renewed with the Club at Ibis annually to ensure compliance with all State or City or County Government regulations and the provisions of the Declaration and the Bylaws and the Rules and Regulations.

(g) All leases of Residential Lots or Units shall be deemed to include a covenant on the part of the lessee to comply with, and be fully bound by, the provisions of the Governing Documents and that any failure by the lessee to do so shall be a material default of the lease.

(h) The Owner and the Sub-Association are responsible for assuring compliance with the requirements stated in the Declaration, Article VII, Section 25 Rental or Leasing, including the validity of the lease application.

(i) The Master Association may charge application fee(s) in connection with the lease of any Lot or Unit in a reasonable amount as determined by the Board, which application fee may be charged on a per applicant basis for the purpose of defraying the costs associated with processing lease requests. The Board reserves the right to change the filing fee from time to time.

**C32. *Visibility at Intersections.*** No Sub-Association or Owner, its guests, lessees, and invitees may cause or permit obstructions to visibility at street intersections or Common Area intersections.

**C33. *Wildlife***

(a) Swimming and use of watercraft in Community lakes, wetlands, and drainage ponds is prohibited.

(b) Note that alligators, deer, foxes, snakes, water moccasins, turtles, birds (such as cranes, herons, ducks, anhinga, egrets, ibis, etc.), and other wildlife reside or may be found in the Community lakes, wetlands, drainage ponds, golf courses, common property and other areas and



can be hazardous if approached. Report any aggressive behavior or concerns with wildlife to Ibis Security.

(c) The feeding, molesting, or harassment of wildlife within the Community is prohibited by the Master Association. It may also be a violation of Federal, State and Municipal law.

#### **D. LOT OR UNIT RULES**

D1. ***Air Conditioning Units and Reflective Materials.*** No air conditioning unit may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials placed on any glass or exterior of the building. However standard window treatments and solar glare reducing films may be placed on the inside of the glass for energy conservation purposes, subject to the prior approval of the ARB.

D2. ***Fences and Walls.*** The composition, location, color, design, structure and height of any fence or wall to be constructed on any lot or unit is subject to the written approval of the ARB. The ARB shall, among other things, require that the composition of any fence or wall be consistent with the material used in the surrounding buildings and other fences, if any.

D3. ***Garages and Garage Doors.*** Garages shall only be used for the storage of automobiles, golf carts, and other uses authorized in the governing documents and shall not be used for lodging or converted to other uses. All garages shall be equipped with fully operational automatic garage door openers activated by a remote-control garage door opener and all garage doors must be kept closed, except when vehicles are entering or exiting from the garage.

#### **D4. *Garbage, Recycle and Trash Disposal***

(a) No garbage, refuse, trash, recycled material, or rubbish shall be deposited except as permitted by the Master Association. The requirements from time to time of the applicable governmental authority, trash or recycle collection company or the Master Association (which may but shall not be required to provide solid waste removal services) for disposal or collection of waste shall be complied with by Owners and other Covered Persons. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All solid waste shall be placed in containers which shall comply with the standards adopted by the City of West Palm Beach for such containers. The ARB in its sole discretion may designate a standard style and type for containers.

(b) Garbage, recycle or trash containers shall be placed curbside or at a designated location for collection no earlier than 6:00 pm the evening before collection and must be removed as soon after pickup as is practicable in an upright position, with closed lid, within an enclosed area or else screened from view from the roadway or neighboring properties. If left outside, the garbage can lid must be secured to prevent animal access.

(c) Current collection days are established by the City of West Palm Beach and are as

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follows.

- Wednesday and Saturday (typical household garbage and trash)
- Saturday (recycling in blue and yellow bins provided by the Solid Waste Authority)
- Wednesday (bulk items) It is best to call ahead for bulk item collection at (561) 822-2075.

D5. ***Gas Tanks, Containers, and Cylinders.*** No gas tank, gas container, or gas cylinder shall be permitted or placed on or about the outside of any residential unit or on or about any ancillary building for the purposes of internal heating or cooking. However, underground propane tanks may be permitted with prior written approval of the ARB. This restriction shall not apply to small portable propane cylinders or tanks of not more than 20 lbs. having a capacity of not more than 5 gallons of propane and a full weight of no more than 37 lbs. used for outdoor heating, cooking, or decorative lighting; however, the hold harmless and indemnification recited herein shall continue to apply to small portable propane cylinders or tanks.

D6. ***General Maintenance and Littering***

(a) It is the duty and obligation of each Owner to maintain his/her property in a neat and clean manner and free from trash, debris and unsightly growth of grass or weeds at his/her own expense.

(b) When a residence is under construction, the Owner must limit any debris to a fenced area or dumpster and removal of such debris should be made frequently at regular intervals as determined from time to time by the Master Association.

(c) No littering or dumping of debris, grass or tree trimmings is permitted within the Community.

D7. ***Hurricane Shutters***

(a) No hurricane protection of any type shall be installed on a home without the prior written approval of the ARB. Subject to ARB approval of color, style, composition, size and location, the following types of hurricane protection will be approved:

- Removable metal and clear (Lexan® type) panels.
- Wood or metal Bahama shutters.
- Net Fabric roll-up and accordion shutters.
- Other types of hurricane protection that may be approved by the ARB as a result of technological advances in the industry.
- Hurricane protection shall also comply with all applicable building codes and regulations of the city of West Palm Beach and Palm Beach County.

(b). All devices attached to the home to secure permanent hurricane protection, shall always be complementary to the primary or trim color of the home, as determined by

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the ARB. If any panels have numbers, the numbers shall not be visible.

(c) Closing the devices providing hurricane protection:

- If a homeowner is out of residence from May 15 to November 30, hurricane protection/shutters may be installed or closed on the home if the protection is complementary to the primary or trim color of the home. The hurricane protection/shutters must be removed or opened no later than November 30.
- In the event of a hurricane watch is issued by a State, County, or City agency, any ARB previously approved hurricane protection may be installed and shall be removed from the home no later than seven (7) days after the hurricane watch is cancelled or the hurricane passes, whichever is sooner.

(d) The Master Association shall have the right, without any obligation, to remove/open hurricane protection remaining on the home after the time period stated above, and any entry by the Master Association on the homeowner's lot or unit shall not constitute a trespass. The Master Association shall have all rights and remedies that are contained in the Governing Documents against a homeowner who fails to comply with the terms set forth in this section. The Master Association shall have the right to impose fines if a homeowner fails to comply with the above terms.

D8. ***Mailboxes.*** No mailbox, newspaper box or rack or other receptacle of any kind for use in the delivery of mail, newspapers, magazines, or similar material shall be erected on any Lot or Unit or common area without the approval of the ARB as to style, size, color, installation, and location. The ARB, in its sole discretion, may designate a standard style and type of mailbox.

D9. ***No Laundry or Clothes Drying.*** No portion of any lot or the exterior of a unit that is visible from the exterior shall be used as a drying or hanging area for laundry of any kind.

D10. ***Property Auction, Garage and Other Sales***

(a) No lot, unit, improvements thereon or any interest therein shall be sold or marketed by auction, nor shall auctions of personal property or interests in real or personal property be conducted within the Community. Garage sales or other similar sales are prohibited from being conducted on any lot, unit, common areas, Sub-Association common areas or common elements, or Northern Palm Beach County Improvement District property.

(b) Notwithstanding the foregoing, this section shall not prevent auctions upon the Community facilities for charitable purposes, subject to the express, prior written approval of the Master Association.

D11. ***Renewable Resource Devices***

(a) Nothing in these Rules and Regulations shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that

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same shall be installed only in accordance with the standards adopted from time to time by the ARB and its counterparts in a Sub-Association and in accordance with Florida and Federal statutes. Such standards shall be reasonably calculated to maintain the aesthetic integrity of the Lot or Unit.

(b) The installation of renewable energy resource devices is subject to ARB written approval prior to construction/installation.

**D12. *Residential Use of Residential Lots and Units***

(a) No residential lot or unit shall be used for other than residential purposes, except for such ancillary and subordinate uses as the City of West Palm Beach zoning laws, codes, and ordinances may permit.

(b) Owners, lessees, and residents of a residential lot or unit are prohibited from conducting any business activity from such lot or unit which in any way involve or could be expected to involve having employees, customers, clients, or other persons visit such lot or unit or park on any adjoining roadway or which involve deliveries of any kind being made to the lot or unit.

**D13. *Satellite Dishes and Exterior Antennas.*** Satellite dishes no more than 36" diameter may be installed in residential properties. The ARB must approve the location of all satellite dishes, including screening from view by landscaping or otherwise as reasonable. The ARB must approve antennas and aerials for residential properties and nonresidential or commercial facilities including, but not limited to, Public Safety Stations, Club Facilities and related other buildings.

**D14. *Signs and Flags***

(a) No sign for sale, resale, lease, or other transfer of a lot, home or unit shall be permitted within the community unless otherwise approved by Board. No sign of any kind shall be displayed to the public view on or from any residential lot or unit, except signs pertaining to development display models.

(b) No sign or flag of any kind shall be permitted to be placed inside a residential unit so as to be visible from outside the unit nor on the outside walls (except flag staffs as designated below) of a unit nor on any fences within residential portions of the community.

(c) A homeowner or a Sub-Association may erect a freestanding flagpole no more than twenty (20) feet in height or may erect a wall mounted flag staff, to display in a respectful manner from that flagpole or flag staff, one official United States flag, not larger than 4 ½ feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag, or those designated under Federal Law or under State Statute 720.304 or other State regulation. Such additional flag being equal in size to or smaller than the United States flag.

(d) The flagpole, or flag staff, and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lightning ordinances for the City of West Palm Beach, Florida and all setback and locational

criteria contained in the governing documents and the location must be submitted for approval by the Master Association ARB.

(e) In addition, temporary flags may be displayed on public holidays, such as Memorial Day, Labor Day, Independence Day, Columbus Day, and Veterans Day.

(f) Flag handling and display must follow the US Flag code and display etiquette. Flags must be raised at sunrise and lowered at sunset. If displayed 24 hours a day the flag must be appropriately illuminated at night

D15. ***Storage and Meter Areas.*** All storage areas of any kind upon any Lot or Unit, and all meters and similar areas located upon any residential Lot or Unit shall be completely screened from view from the exterior of the lot by a wall, fence, or mature landscaping material subject to prior ARB written approval. No storage sheds or buildings shall be erected without the prior approval of the ARB.

D16. ***Trees, Shrubs, Artificial Vegetation, Statues, and Sculpture.*** No tree or shrub may be cut down, destroyed, or removed from a Lot, Unit or Sub-Association common area or common element without the prior, express written consent of the ARB. Removal and replacement of trees may be subject to the ordinances and approval of the City of West Palm Beach. No artificial grass, plants or other artificial vegetation, or statues, sculpture, or sculptural landscape decor, shall be placed or maintained upon the exterior portion of any Lot or Unit without the aforesaid ARB consent. In the event any tree, shrub or any other vegetation is destroyed by winds, fire, frost, freeze or other natural or artificial action, the Owner of the Lot upon which such tree, shrub or vegetation is located shall be responsible to replace the same with trees of similar type and kind with the prior consent of the ARB.

D17. ***Utility Connections.***

(a) Permanent building connections for all installed utilities, including, but not limited to, water, sewer, gas, electricity, telephone, cable, and television, shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. The foregoing shall not apply, however, to transmission lines, transformers and other equipment installed by public utility companies or as part of the community systems.

(b) No trees, shrubs, artificial vegetation, statues or sculptures should be located or placed in any manner so as to restrict or impede **access to any utility connection.**

## **E. CLUB – GENERAL**

E1. ***Activities On Club Property and Other Common Areas***

(a) Non-Member Owners, their tenants, and their guests are not permitted on the Club property except to access club facilities to transact Owner's business. Walkers, joggers, bicycles, skateboarding, or roller blades are not allowed on the golf cart paths at any time. Therefore, any such

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unauthorized use of the golf cart paths, or other portions of the golf courses shall be a breach of the Rules and Regulations and is prohibited.

(b) Dogs or other pets are not permitted on the Club property at any time unless designated otherwise. Owners, renters, tenants, family members, invitees and guests shall not walk or curb their dogs on the golf cart paths or other golf course property. The path from the Via Villagio entrance near Tradition hole #1 to the circle to the north of that entrance, northeast to Sandhill Way East, and west to the Golf Shop cart parking area is not deemed to be a Golf Cart Path.

(c) Owners or residents or renters or tenants or family members or invitees or guests are not permitted to engage or participate or encourage any prohibited activity on the golf course or any part thereof, or on any Club at Ibis common property or the Club, including but not limited to recreational activities or the use of fireworks, drones, model aircraft, whether motorized or not.

E2. **Alcohol.** Alcoholic beverages are provided for purchase to Club users at its discretion. Service of beverages will be refused to any Club User who, in the judgment of Club staff, is intoxicated. Club Users may be asked to produce identification as verification of age.

E3. **Billing**

(a) All Owners will be billed through the Club at Ibis for all dues, assessments, fines, penalties, or other charges made by or upon the Owner. Such billing will be invoiced monthly and due as specified in the monthly statement.

(b) A Club Member is entitled to charging privileges at the Club so long as his/her Membership is in good standing. Charges to another Member's account are not permitted.

(c) Cash payments are not accepted.

E4. **Catering.** All private events using Club Facilities are required to be planned and organized by the Club which will provide all food and beverage consumed at such events. Outside catering is not permitted on or in the Club Facilities, unless otherwise approved by the General Manager. Club employees are only permitted to deliver food and beverages to Ibis residences in connection with Club catering activities.

E5. **Card Room Usage.** Card Rooms may only be used by Members and their Guests. Card rooms may not be used by Non-Member Owners *even as a guest of a Member*. The Card game play shall conform to the Room Designation i.e., Canasta, Mah Jong, Poker, etc.

E6. **Cell Phone and Other Electronic Devices.** Courtesy to your fellow residents should be the guiding principle for use of these devices within the Community. Within Club property and facilities, all phones must remain in vibrate mode. Voice calls are prohibited in all indoor Club facilities as well as outside on the Bistro Patio, Pub Terrace, and the Legend Lounge. When making voice calls from

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any location, please be courteous to your fellow Members and guests. All electronic devices must be silenced in the Panache Restaurant.

E7. ***Club Dress Code.*** Appropriate attire is always required of all Club Users in/on Club Property or Club Facilities. Refer to the Website for the updated Dress Code.

E8. ***Club Facilities Defined.*** Club Facilities shall be defined by all property and buildings within Club property including but not limited to:

- **Golf Facilities:** The Legend, Heritage and Tradition Golf Courses, All Golf Cart Paths, All Golf Practice Facilities, Golf Fitting Facility, Golf Cart / Bag Storage Facility Adjacent to Clubhouse, Golf Course Maintenance Facility located on Sandhill Way East.
- **Tennis and Pickleball Facilities:** Tennis complex with 16 Har-Tru tennis courts and 1 hard court The Pickleball complex of four courts.
- **Fitness Facilities:** Two-story Tennis & Fitness Center with Sports Shop and the outdoor fitness equipment.
- **Pool Facility:** Resort Pool, Splash Zone, Lap Pool, Hot Tub, Pool Deck and Cabana Bath House.
- **Spa Facility:** The spa facility consisting of nail stations and massage areas.
- **All Other Facilities:** Main Clubhouse including The Grand Ballroom, The Atrium, The Pub & Pub Terrace, Panache, pre-function rooms, Golf Shop, Locker Rooms, and Card Rooms, The Fire Pit Patio, Bistro restaurant & Bistro Patio and associated parking areas.

E9. ***Definitions Applicable to Membership Issues***

(a) **“Family Members”:** For purposes of determining permitted Membership reissuance requests under the By-Laws, the term “Family Member” shall mean the father, stepfather, mother, stepmother, son, stepson, daughter, stepdaughter, sister, stepsister, brother, or stepbrother of either the Membership Designee or Membership Second.

(b) **“Bona Fide Estate Planning Device”:** For purposes of determining permitted Membership reissuance requests under the By-Laws, the term “Bona Fide Estate Planning Device” shall mean a legal instrument recognized in the State of Florida to ensure the management and ultimate disposition in an efficient, effective, economical, and private manner of all or certain assets for the benefit of the beneficiaries under the legal instrument, taking into consideration the effect of taxes, duties, stamps, and administrative laws, and regulations. The legal instruments listed below are considered Bona Fide Estate Planning Devices:

- Trust
- A-B Trusts or Marital Trust
- By-Pass Trust or Credit Shelter Trust
- Gift Trust

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- Irrevocable Trust
- Life Estate
- Qualified Domestic Trust (QDOT)
- Qualified Personal Residence Trust (QPRT)
- Qualified Terminable Interest Trust (Q-TIP)
- Revocable Living Trust
- Testamentary Trust

E10. **Delinquent Accounts.** Delinquent accounts shall accrue a one and one-half percent (1.5%) service charge per month from the date of the statement until paid in full. If the Club account of any Member or his/her Tenant Designated User is delinquent, the Club may, at its option, take whatever action it deems necessary at Member expense to effect collection.

E11. **Gift Certificates, Gift Cards, and Retail Outlet Credit.** Gift Certificates purchased from the Club, unless specifically indicated on the certificate, have no redemption value or use-by date. Gift Certificates and Gift Cards may not be applied toward Membership dues. Special order merchandise may be returned for retail outlet credit only.

E12. **Gratuities.** The Club is a non-tipping Club. No Club User shall offer, nor shall any employee or contractor of the Club accept, gratuities of any kind. Accepting a gratuity is cause for immediate termination of the employee and a grievance action on the member which can include suspension from club activities. Gratuities include such things as cash, personal property, or donations directly or indirectly given to a specific employee for any reason.

E13. **Guest Policies.** In general, Members may invite Guests to use the Club Facilities in accordance with the privileges granted by the Member's category of Membership and upon payment of applicable Guest charges. *Non-Member Owners may not be guests of Members.* Guest are expected to be following these Rules, including restrictions on the number of times a Guest may use the Club Facilities.

(a) **Guest Categories:** A Household Guest is defined as a Guest who resides outside a 50-mile radius of The Club at Ibis and who is temporarily residing in a Member's residence for up to two weeks. Day Guests are defined as Guests who reside inside a 50-mile radius and are using the Club Facilities for one day. For application of certain fees, an Immediate Family Guest (who may be a Household Guest or a Day Guest) is defined as a Member's parent, child, grandchild, sibling, or spouse of any of the aforementioned.

(b) **Guest Registration:** All Household Guests are required to register with the Club through the Concierge or Membership Office if unaccompanied Guest usage is desired. The Club reserves the right to request to see identification by each Guest to determine whether the Guest meets the requirements outlined in these Rules. A Household Guest Pass/Card will be issued for the length of stay, up to a maximum of two weeks. This Pass/Card must be presented at all Club Facilities upon request.

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(c) Responsibility for Guest Behavior and Actions: The sponsoring Member is responsible for the conduct of a Guest while at the Club. If the manner or appearance of any Guest is deemed to be inappropriate, the sponsoring Member shall, at the request of the Club, cause such Guest to surrender any Household Guest Pass/Card and leave the Club Property.

(d) Household Guest Privileges: Household Guests over the age of 12, as well as Household Guests under the age of 12 who are participating in Ibis Summer Camp, are permitted to use the Club Facilities unaccompanied by the Member. Household Guests will not have Club charging privileges and must use a major credit card, unless authorization is obtained in writing from the Member at the time the Household Guest Pass/Card is issued allowing charges to be placed on the sponsoring Member's account. Household Guests may be charged Guest fees or daily use fees to use the Club Facilities, as determined from time to time by the Club. Household Guests may, as determined by the Club from time to time, be charged a Household Guest fee for use of the Club Facilities, in addition to all daily use fees.

(e) Day Guest Privileges: Day Guests, when using any Club Facility, must be accompanied by the sponsoring Member, unless written consent of the General Manager is obtained. Day Guests may be charged Guest fees or daily use fees to use the Club Facilities, as determined from time to time by the Club. Day Guests will not have Club charging privileges. Day Guests (regardless of sponsoring Member) may not use the Club Facilities more than a cumulative total of six days In Season and twelve days Off Season, unless otherwise determined by the Board. Member-Guest, Inter-Club Matches, Duplicate Bridge, and League Play are excluded. Day Guests may be required to register their use of certain Club Facilities, such as the Card Rooms. Failure to register may result in loss of Guest privileges.

(f) Immediate Family Guests: Immediate Family Guests must be registered in advance by the sponsoring Member with the Concierge or Membership Office. Passes will be issued by the Membership Office. Immediate Family Guests may, as determined by the Club from time to time, be charged a Household Guest fee for use of the Club Facilities, in addition to any daily use fees.

(g) Nanny/Caregiver: A Member who employs a nanny or caregiver shall register that nanny or caregiver at the Membership Office if that nanny or caregiver is required to enter upon Club Property or Club Facilities. A nanny or caregiver who is so registered with the Club will be given an Identification Card identifying the nanny/caregiver as such. The nanny / caregiver so registered shall be considered a "Special Guest" of the Member and may accompany the Member or Member's child(ren) on Club Property and at the Club Facilities with unlimited access, unless otherwise restricted by the Club. The nanny/caregiver may use the Identification Card to purchase food and/or beverages for him/herself, but only while caring for and in the company of the Member or Member's child(ren) who are present in the food and beverage facilities. The nanny/caregiver may not use any other Club equipment or services for the nanny/ caregiver's own personal use, unless approved by the General Manager. The nanny/caregiver must always have the Identification Card on his or her person while on Club Property.

E14. **Liability**. The Master Association will not be responsible for any loss or damage to personal property of Owners or Club Users. Neither the Club nor any vendor will be responsible for any damage to a vehicle not noted at the time of pick-up from the valet.

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#### E15. *Lightning and Inclement Weather*

(a) The Thor Guard Lightning Prediction System and lightning shelters are installed throughout the Club Facilities. When the Thor Guard Lightning Prediction System is activated, you will hear one prolonged blast from the sirens (15 seconds). When it is activated, the Golf Facilities, Tennis Facilities, Pickleball Facilities, and Pool Facility will close. Club Users are required to seek shelter in one of designated Lightning Shelters.

(b) Outside activities on Club Facilities may resume when the “all clear” signal sounds, which is three short blasts from the sirens (five seconds each). It is the Club User’s responsibility to seek shelter when sirens are activated. Continuance of outdoor activities on Club Property when the system has been activated is prohibited. All outside Club Facilities must be vacated.

(c) Lightning Shelters are located at:

- Legend #1, #3, #7, #8, #14, and #16
- Heritage #4, #6, and #14
- Tradition #4, #7, #11, and #17
- Any other Club Facility open to Club Users (e.g., Sports Shop, Bistro, Clubhouse, etc.).

#### E.16 *Portability, Multiple Community Dwellings, and Reinstated Members (Amended and restated on 12/06/2021)*

(a) An Equity Member who owns a Community Dwelling (“Prior Community Dwelling”) and purchases a second Community Dwelling (“New Community Dwelling”), but at the time of purchase of the New Community Dwelling retains ownership of the Prior Community Dwelling, must submit a written election to the Club of one of the following options:

1. The Equity Member may leave his/her current Membership with the Prior Community Dwelling and buy a new Equity Membership for the New Community Dwelling;  
or

2. The Equity Member may transfer his/her current Equity Membership to the New Community Dwelling and buy a new Equity Membership for the Prior Community Dwelling;  
or

3. The Equity Member may transfer his/her current Equity Membership to the New Community Dwelling and defer buying a new Equity Membership for the Prior Community Dwelling until the last day of the twelfth (12th) month after the purchase of the New Community Dwelling (the “Deferral Period”).

- i. The Deferral Period shall end upon the earlier of (a) the Equity Member buying a new Equity Membership for the Prior Community Dwelling; or (b) the transfer of the Prior Community Dwelling to a new owner who either purchases a new Equity Membership or transfers his/her/its Equity Membership to the

Prior Community Dwelling; or (c) the Equity Member's suspension from the Club as a result of delinquency in making required payments; or (d) twelve (12) months from the beginning of the Deferral Period if for any reason a new Equity Membership has not been purchased for the Prior Community Dwelling or a new owner has not transferred an existing Equity Membership to the Prior Community Dwelling. If (d) applies, the Equity Member must purchase a new Equity Membership for the Prior Community Dwelling effective at the end of the Deferral Period and pay dues and all other associated fees and charges for such Prior Community Dwelling until a new owner acquires an Equity Membership in the name of the new owner or transfers an existing Equity Membership to the Prior Community Dwelling.

- ii. During the Deferral Period, since the Prior Community Dwelling will not have a Membership attached to it, the Equity Member shall not be required to pay operating dues, capital dues, assessments or charges with respect to the Prior Community Dwelling and shall have no Club rights with respect to the Prior Community Dwelling, including, but not limited to, no voting rights, no refund rights, and no use rights of the Club Facilities by any occupants of the Prior Community Dwelling. An Equity Member who has transferred his/her/its Equity Membership to a New Community Dwelling is required to transfer his/her/its Membership back to the Prior Community Dwelling during the Deferral Period if the Equity Member closes on the transfer of the New Community Dwelling during the Deferral Period.
- iii. An Equity Member must select, by execution of such Club forms as may be required by the Club, one of the three (3) options not less than five (5) days prior to the closing on the acquisition of the New Community Dwelling. If the Equity Member fails to do so, he/she will be deemed to have selected the first option in this Rule E.16, Section (a)(1).
- iv. An Equity Member selecting the option in Rule E.16, Section (a)(3) must comply with each of the following: (i) the Equity Member must be in good standing and current on all obligations to the Club at the time of acquisition of the New Community Dwelling; (ii) if, during the Deferral Period, the Equity Member acquires one or more additional New Community Dwellings, he/she/it must purchase an Equity Membership for each such additional New Community Dwelling.

(b) If an Original Member acquires a New Community Dwelling, the Original Member must purchase a new Equity Membership for such New Community Dwelling and may not transfer his/her/its Original Membership to the New Community Dwelling.

(c) An Equity Member who sells his/her Community Dwelling without simultaneously or previously purchasing a New Community Dwelling will be required to resign his/her Membership by

October 31st if he/she has not contracted to purchase a new home. He/she cannot be a Non-Resident Member past October 31st.

1. If the Member is entitled to an Equity refund, he/she can elect to receive it after the sale and within the Club's refund practices, or he/she can defer receiving it while he/she looks for a new home. If he/she has not contracted to purchase a new home by October 31st, he/she will be issued the equity refund to which he/she is entitled.
2. If the Member sells to the same or higher level of membership, the Member could either receive a prorated dues refund for the remaining fiscal year and cease using the Club's amenities, or in the alternative, continue to pay all dues and assessments until October 31st.
3. If the Member is not entitled to an Equity refund, he/she may execute the Walk-Away Waiver.
4. If the Member sells to a lower level of membership or to another Member who transfers their membership, the Member will not receive a prorated dues refund but could elect to continue paying as per section 2.
5. If a member sells his/her home between October 31st and December 31st, he/she will not be allowed to keep his/her membership active and will immediately receive whatever refund he/she is entitled to.

(d) If the Equity Member is interested in purchasing a New Community Dwelling, he/she will have twenty-four (24) months from the closing date on the sale of his/her previous residence (the "Decision Period") to acquire a New Community Dwelling and transfer their resigned equity membership to the New Community Dwelling and his/her membership would be reinstated ('Reinstated Member').

1. If the Member had received an Equity refund, he/she would be required to pay back his/her refund amount to the Club to reinstate his/her membership. No additional Non-Refundable Member Contribution Amount would be required.
2. He/she must pay all back dues, fees, and assessments, from the date he/she last paid dues, fees, and assessments.
3. If the Member had executed the Walk-Away-Waiver, no Member Contribution Amount or Non-Refundable Member Contribution Amount will be required upon the purchase of the New Community Dwelling.
4. If the Member had sold to a lower level of membership or another Member, and did not receive a prorated dues refund, the Club will apply the amount that was not refunded towards the back dues owed from the closing date of their prior Community Dwelling.

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5. Any redemption amount that may be due to the Reinstated Member upon a future sale of the new Community Dwelling shall use the same Redemption Election/Formula amount as was in effect in their prior sale.
6. A Reinstated Member shall be considered as an existing Equity Member transferring his/her Membership for purposes of Membership Redemption of a Member selling a Community Dwelling to a Buyer under this circumstance. As such, Article XVIII, Section 19 of the By-Laws applies to the Seller. The Reinstated Member must complete a new Membership Application, provided there are memberships available in the Reinstated Member's category. He/she must also provide a notice to the seller that he/she is purchasing a home under the reinstatement program.

(e) An Original Charter Non-Equity Member who sells his/her Community Dwelling will be required to resign his/her Membership. He/she cannot be a Non-Resident Member or a Reinstated Member.

(f) A Member under contract to purchase a Lot on which to build a new construction home will be considered an active Member in the Club, so long as he/she remains under contract to build. However, if the contract is cancelled, the Member will be considered resigned from the Club.

(g) If, at any time, pursuant to this Rule E.16, an Equity Member is required to purchase an Equity Membership but fails to do so, then such Equity Member shall have all of his/her/its membership rights and privileges suspended immediately. If such Equity Member has multiple Memberships, the suspension shall apply to all such Memberships and shall apply to all Designated Household Users associated with all such Memberships. During any such suspension, the suspended Member shall be obligated to continue to pay operating dues, capital dues, assessments, and other fees and charges, when due, and will continue to be subject to the provisions of Article XVIII, Section 15.B(x) of the By-Laws.

(h) A one-time transfer of Equity Memberships between Community Dwellings shall be permitted as set forth in (1), (2), and (3), below. However, such transfer may take place only at the time of the closing of the transfer of Community Dwelling A to a third party with no current Equity Membership in the Club. At the time of closing on the transfer of Dwelling A to a third party, the Membership of Dwelling A shall be transferred to Dwelling B, and the Membership of Dwelling B shall be transferred to Dwelling A:

1. Where an Equity Member owns a Community Dwelling (Dwelling A) and desires to transfer his/her/its Membership to a second Community Dwelling (Dwelling B) also owned by such Equity Member.
2. Where an Equity Member owns a Community Dwelling (Dwelling A) whose Membership Designee and Membership Second are spouses and desires to transfer the Equity Membership to a second Community Dwelling (Dwelling B) owned by either the Dwelling A Membership Designee or Membership Second.
3. Where an Equity Member owns a Community Dwelling (Dwelling A) and desires to transfer the Equity Membership to a second Community Dwelling (Dwelling B) owned by an Entity whose Membership Designee or Membership Second is said Equity

Member or where an Entity owns a Community Dwelling (Dwelling A) and desires to transfer the Equity Membership to a second Community Dwelling (Dwelling B) owned by the Person who is the Membership Designee or Membership Second for Community Dwelling A.

4. If within twelve (12) months prior to the closing on the transfer of Dwelling A, the Equity Membership on either Dwelling A or Dwelling B is suspended, the transfer shall not be permitted, irrespective of whether the suspended Equity Membership is subsequently reinstated.

E17. ***Security Deposit.*** The Club has the right to require a Member and his/her Tenant Designated User to provide the Club a credit card or a security deposit for payment of all charges incurred. All charges incurred which remain outstanding after the required payment period may be charged to or against such credit card or security deposit. Failure to provide a security deposit or credit card as requested shall result in the immediate loss of the Member's or his/her Tenant Designated User's charging privilege at the Club.

E18. ***Single Members' Rights and Privileges***

(a) The General Manager is authorized to offer a designated number of Guest passes (the number of which shall be determined by the General Manager, in his/her discretion) to Single Premier Golf, Signature Golf, and Tennis Members as follows:

- Single Premier Golf and Signature Golf Members may receive their Membership equivalent Golf and Tennis Guest passes.
- Single Tennis Members may receive Tennis Guest passes.

For such Guest passes, the advance reservation time shall correspond to the Membership category of the Single Member.

(b) Single Members shall be entitled to register one Guest along with the Member for any social activity, based on the same sign-up privileges afforded to Member. Guest passes and sign-up rights may be used only by non-Members but may not be used by Non-Member Resident Owners. Passes are not transferable to Guests of another Member.

E19. ***Smoking.*** Smoking of any type, including e-cigarettes, is prohibited inside all Club Facilities. The Master Association has adopted rules limiting outdoor smoking during Golf and other activities. Smoking of any type, including electronic cigarettes, is prohibited within Club at Ibis or Club Facilities or on Club Property, including, but not limited to, any of the outdoor dining areas and dining area patios, under the canopies, on the pool deck, on the tennis courts, under the Clubhouse Porte Cochere, at the CORE, on the driving range and golf practice facilities, in the golf cart staging area, in any Club parking lot, or anywhere else on Club Property.

E20. ***Spa Facility Rules***

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(a) Reservations: Reservations are required for all services. Call the Spa Concierge.

(1) Your appointment is reserved for you. It is recommended that you arrive 10 - 15 minutes prior to your scheduled service.

(2) The Spa requires advance notice to cancel an appointment. Cancellations made on the same day as the appointment will be subject to a charge equal to full value of the service. All no-shows will also be charged full value. If the appointment is missed, no credit or refund will be given. you are late for your scheduled appointment, the service will be given for the remaining time available for the appointment (e.g., if you are ten minutes late for a 30-minute appointment, the service will be given for the 20 minutes remaining).

(b) Waiver and Liability: Persons receiving spa and salon services other than manicures and pedicures are required to fill in a brief health screening questionnaire and sign a waiver of liability prior to receiving the service.

(c) Children under the age of 12 are not permitted to have Massage, Body Treatments, or Facial Treatments. Such services may be reserved for those 12 to 15 years of age with written parental consent. The child will be booked with the same gender therapist and may be accompanied by the parent in the treatment room.

(d) Lockers: Lockers are for use only during your service and must be emptied at the end of each session.

#### E21. *Tenant Designated User Policy*

(a) The Lessee (hereinafter referred to as Renter) must be a natural person (not a Trust or other Entity) who leases a Community Dwelling from a Member of the Club in good standing (Lessor). The Renter has no rights to use the Club and its facilities unless Lessor's lease specifies usage for the Renter. Such usage may occur if Lessor's Membership permits such usage and is subject to this Section of the Rules, which the Master Association may change from time to time in its sole discretion. Further, such usage is subject to the General Manager's approval, which may be granted or withheld according to the criteria set forth in Article VII, Section 25 of the Declaration. If usage is approved, then the Renter's usage shall only begin upon payment of all required fees to the Club. The application request from the Lessor for Renter's usage of the Club Facilities shall set out the Tenant Designated User and Tenant Household Member(s) (collectively called Tenant Members) who will reside in the Lessor's Community Dwelling during the term of the lease.

(b) There is no Master Association limit to the number of times a Renter may lease a Community Dwelling from a Member of the Club. However, no person may be designated as a Tenant Member more than two times. A Tenant Member designation may not be less than two months or

more than twelve consecutive months (hereinafter referred to as Term). Please note that a Sub-Association may have other rental restrictions.

(c) The limitation is on the Renter, not the Lessor. The Renter who has reached the two-term limit can continue to lease a Community Dwelling from any Lessor. However, the Renter shall not be approved by the Master Association as a Tenant Member under any future lease.

(d) Parents leasing a Community Dwelling from their adult child(ren) who is/are the Lessor and Adult children leasing a Community Dwelling from their parent(s) who is/are the Lessor shall be exempt from the 2-year limitation.

(e) Any lease agreement must be approved by the Master Association and the applicable Sub-Association and must comply with their rules and regulations.

(f) Tenant Members may be subject to a background check.

E22. ***Trial Membership Program for Premier Golf.*** In addition to the individual trial play described in this document, Social Sports and Tennis Members in good standing (who joined the Club at least two years before) may experience a one-time Premier Golf Membership under a Golf Trial Membership program, as follows:

- Application may be for either three or six consecutive whole calendar months.
- Dues to be paid in full at the start of the Golf Trial period will be the difference between Premier Golf dues and Tennis or Social Sports dues prorated over the 3- or 6-month period, with no reduction, credit or refund provided for shorter durations.
  - The Golf Trial Member and all Designated Household Users will have Premier-equivalent Golf privileges and responsibilities / obligations, except for voting rights, which will remain at the Member's original category level.
  - Tournament Play will be allowed except for the Club Championship or Men's Classic, which will be at the discretion of the Club Director of Golf.
  - The Golf Trial Member will not have the option to pay for an annual Trail Fee.
  - If the Golf Trial Member moves to another Community Dwelling during the Golf Trial period and transfers his/her membership, he/she may continue with the Golf Trial Membership privileges until the pre-paid term expires. Golf Trial Memberships are not otherwise transferable.
  - There may be no more than fifteen Golf Trial Memberships active at any one time.

### E23 ***Use of Club Facilities***

(a) Club facilities are for the use of the Club Members, their families, and their guests. Non-Member Owners, their household residents, tenants, or any of their Guests cannot use the Club Facilities as Guests, nor be on Club Property, unless:

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- 1) his/her Homeowner's Association or the Club at Ibis is hosting a meeting or a dining event,
- 2) such Non-Club Member Owner is authorized to participate in a Club-approved charity event,
- 3) such Non-Club Member Owner is attending a private party or
- 4) voting or otherwise participating in an authorized polling place.

(b) Club Users are responsible for the conduct of their children and their children's Guests. Unless approved by the General Manager or for participation in Ibis Summer Camp, children under the age of 12 shall not be allowed in Club Facilities unless accompanied and supervised by an adult.

## **F. CLUB – SPORTS AND FITNESS**

### **F1. *Fitness Facility Rules***

(a) Attire: Shirts, proper workout attire, and soft-soled athletic shoes must be worn at all times, except for classes such as Pilates where shoes are not appropriate, or where a specific shoe is required for an activity. Refer to the Website for complete Dress Code requirements.

(b) Before entering the Fitness Facility, all Members and Guests are required to clean their shoes. Tennis Players are specifically reminded to clean the clay from their shoes with the water cleaners.

(c) Registration: Members must enter Member number into the computer at the Sports Shop Desk. All persons using the Fitness Facility may be required to show a Membership Card or Household Guest Card/Pass.

(d) Guests: In Season, Day Guests and Household Guests may not use the Fitness Facility before 11 a.m. Off Season, unless otherwise modified by the Club, Day Guests and Household Guests may not use the Fitness Facility before 11:00 a.m. on weekdays. On weekends, Guests may use the Fitness Facility during regular hours of operation. A Member must register his/her Day Guest to permit him/her to use the Fitness Facilities. Accompanied Guests may not be permitted to use the Fitness Facility without the appropriate Guest Card/Pass. Unaccompanied Guests without appropriate proof of registration will not be allowed to use the Fitness Facility.

(e) Classes: Call the Fitness Center desk or visit the Website for current information on available programs and scheduling. An orientation schedule is available at the Fitness Facility.

(f) Lockers: Permanent lockers are available for rental. See the Concierge at the Sports Shop. A limited number of day lockers are available for no charge. A fee may be charged for reprogramming locks.

(g) Cardiovascular workouts will be limited to 30 minutes when other Members or Guests are waiting.

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(h) Glass, open containers, food, and beverages other than water-based beverages are prohibited inside the Fitness Facility.

(i) Weights may not be dropped from higher than knee height. Barbells may only be dropped on the weightlifting platform.

(j) Personal Training: One-on-one personal training may be arranged through the Fitness Facility staff. Personnel not employed by the Club or retained by the Club as outside contractors will not be allowed to provide personal training or any type of therapy under any circumstances.

(k) Children: Children over 16 years of age may use the Fitness Facility under the same provisions as adults. Children 13 to 15 years of age can only use the Fitness Facility when accompanied by a parent or guardian or, for Household Member Children, if a parental waiver is signed and submitted to the Fitness Center staff and the child has attended a Fitness Center instructional session covering the proper and safe use of all fitness equipment. Children younger than 16 years of age are not permitted in the steam showers or sauna. Children under 13 years of age at no time are permitted to use the Fitness Facility, except as provided for in the Cardio Youth Program.

(l) Cardio Youth Program - children 10 and older may participate during designated times and with written parental consent.

F2. ***Golf Ball Hawking.*** Golf ball hawking is not permitted in canals or lakes accessed from Club Facilities. Efforts to locate or retrieve a golf ball hit to a hazard during a golf round are allowed.

F.3 ***Golf Carts*** – See rule C69.

F.4 ***Golf and Tennis Single Day Upgrades for Tennis or Social Sports Members.*** The General Manager is authorized to offer individual trial rounds of golf to Social Sports and Tennis Members and trial tennis play to Social Sports Members as follows:

- For trial golf rounds, access to the Golf Practice Facility will be permitted on the day of the trial round. The Member playing the trial round may be required to pay a greens and/or cart fee, as determined by the General Manager in his/her discretion. Any non-member playing with the Member will be charged the greens and cart fees applicable to the Guest of a Golf Member. *A Non-Member Owner is precluded from participating in this trial program.*
- There will be no charge for trial tennis play.
- The designated number of golf and tennis trials shall be determined from time to time by the General Manager, in his/her discretion.

F5. ***Golf and Tennis Usage for Social and Tennis Members and Non-Members***

(a) Social Sports and Tennis Members and their Family Members shall be permitted to take golf lessons and use the Fitting Facility. Persons taking the lesson shall have access to the Golf Practice Facility on the day of the lesson. In addition to the professional's instruction fee, the Member may be charged an additional "facility usage fee," in an amount to be determined by the General Manager in his/her discretion.

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(b) Social Members and their Family Members shall be permitted to take tennis lessons. In addition to the professional's instruction fee, the Member will be charged a "facility usage fee," the amount of which shall be determined by the General Manager in his/her discretion.

(c) Non-Resident Non-Members shall be permitted to take golf and/or tennis lessons and shall be permitted to use the Practice Facility the day of their lesson. The person will be charged the professional's instruction fee, as well as a "facility usage fee," in an amount to be determined by the General Manager in his/her discretion.

(d) Non-Resident Non-Members taking lessons from a person/instructor so designated by the General Manager shall not be charged a "facility usage fee" and may use the Practice Facility one hour before and one hour after their lesson.

(e) Tenant Designated Users and Tenant Household Members are ineligible to participate in Tennis and Golf Club Championships. Tenant Designated Users and Tenant Household Members may participate as Guests – but not as Members – in the Ibis Men's Golf Classic or Tennis and Golf Member-Guest events.

#### F6. ***Golf Rules***

(a) Golf is played, for the most part, without the supervision of a referee or umpire. All players shall conduct themselves in a disciplined manner, always demonstrating courtesy and good sportsmanship. The rules of the United States Golf Association govern play for recreational and tournament play at the Club. The Golf Committee may establish local rules if they are consistent with Appendix I of the USGA rules.

(b) Only Golf Premier or Signature players may use the Golf facilities at any time unless otherwise noted herein or granted by the General Manager.

(c) Etiquette: When play of a hole is complete, leave the green promptly and proceed to the next tee before recording the scoring for the just-completed hole. Repair ball marks on the green, fill in divots taken in the fairways with the sand provided on the golf cart, and rake bunkers after each use. Scheduled tee times have preference over crossovers on the Heritage and Legend Courses, holes #1 and #10. Cutting in or skipping holes to jump ahead is not permitted at any time without the permission of a Player Assistant (starters and rangers). All golf cart drivers must obey posted cart traffic signage.

(d) Pace of Play: The established pace of play is four hours for 18 holes, regardless of size of group.

(e) Player Assistants: Player Assistants will monitor pace of play and are authorized to advise golfers of their responsibilities and to enforce Club Rules. Club Users are required to treat Player Assistants courteously and adhere to their instructions in any situation.

(f) Tee Time Reservations (Revised 12/07/2021): The Golf Tee Time Reservation System is a computerized system that is phone and internet based. It is the Members' responsibility to input requests for tee times either on the telephone, through the internet at [www.ibismembers.com](http://www.ibismembers.com), or at the

kiosks located within the club. All players must have a tee time. Premier Golf Members are confirmed for tee times five days in advance, Signature Golf Members four days in advance, Day Guests, and Household Guests three days in advance. As a limited exception to the foregoing, if all three playing Members in a group agree, a guest may sign up in advance on the same schedule as his/her sponsor (Premier, five days in advance and Signature, three days in advance).

(g) Registration: All Club Users must register at the Golf Shop, and Members may be required to present their Membership Cards at registration prior to play. Players late for their starting time will lose their rights to the starting time and shall start play only at the discretion of the Golf Shop. Starting play directly from a Community Dwelling or any location other than the designated starting hole is not permitted.

(h) Greens Fees and Cart Fees: Fees shall be determined by the Club and will be posted in the Golf Shop and on the Website. The Club reserves the right to charge no-show fees to Users who do not show up for a reserved tee time.

(i) Course Regulations:

- All players must play using clubs from their own golf bag.
- Players crossing over (making the turn) who stop for refreshments must not delay groups with tee times that are starting their round. If groups crossing-over take too much time at the turn, they will be asked to move ahead to the position they would have been in if they had continued their round without delay.
- No practice is allowed on the golf courses. Practice is permitted only at the Golf Practice Facilities.
- Range balls are for use on the Golf Practice Facilities only.
- No play is allowed on the golf courses when they are closed.

(j) Junior Regulations: A Junior, for golf purposes, is defined as an individual less than 16 years of age. Household Member Children are permitted use of the Golf Practice Facilities and golf courses provided the Rules, proper behavior, and etiquette are followed.

- Juniors may walk and carry their bags after 3:00 p.m., at the discretion of the Golf Shop.
- Juniors may play during regular hours if they are approved at the sole discretion of the Golf Shop. This approval will be based upon the Junior's playing skills.

(k) Disabled Access for Golfers: A Club User must present a current and valid state-issued Disabled Person Parking Permit to the Golf Director of Golf to obtain a Club- authorized Disabled Person Bag Tag. The tag must be renewed yearly. Display of the Disabled Person Bag Tag will permit the disabled person's cart exemption from certain restrictions, as determined by the Golf Shop staff. The only difference from a regular player is that the disabled golfer may drive a cart on a par 3 and to within 45 ft of any part of the green unless a cart path is closer and only if necessary for that player to reach the green. On days when wet weather causes carts to remain on the cart paths, all Club Users, including those Members and Guests with a Disabled Person Bag Tag, must stay on the paths.

(l) Tournaments: Members with golf privileges may register for tournaments. Non-Member participation shall be at the discretion of the General Manager. Every eligible individual who

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wishes to play in any Club tournament or Golf Association (this includes weekly competitive play) must be in the USGA or GHIN handicap system and must have posted at least five current scores.

(m) Walking and Pace of Play: Players are permitted to walk on the golf courses and may carry their clubs, use an approved push, or pull cart, or walk behind their clubs which are loaded on a privately-owned or Club-owned cart; provided, however, that the pace of play must be maintained. Juniors may walk the course as provided in the above Junior regulations. If pace of play is not maintained, player assistants will issue a warning. If pace of play is not maintained thereafter, the player assistant shall move the players ahead on the course and the player(s) who is/are walking will be ineligible to walk the course for the next seven calendar days. If, following that period of ineligibility to walk, those same players are again found unable to maintain pace of play, they will be prohibited from walking the course without written approval from the Director of Golf.

(n) Golf Handicaps are computed in accordance with the current USGA rules under the supervision of the Director of Golf. All members must keep accurate records of scores and record them in the GHIN system for all 9 and 18-hole rounds played. Failure to do so may lead to suspension of play in any tournament or golf function.

(o) A Member must register his/her Guest(s) to permit him/her to use the Golf Facilities. Members bear the responsibility for the actions of their Guests.

- All Guests must check in at the Golf Shop and must provide identification, if requested.
- Registered Household Guests are allowed to play unaccompanied after 1:00 p.m.
- Day Guests who are not playing at the same time as their sponsoring Member must obtain approval from the Golf Shop staff.

(p) Golf Rain Checks may be issued due to inclement weather causes termination of golf play, a credit for that day's greens fees and cart fees will be prorated based on the number of holes played as follows:

- 0 - 4 holes played, 18-hole rain check
- 5 - 13 holes played, 9-hole rain check
- 13-18 holes played, no rain check

**F7. *Trail Fees and Usage.*** The Club establishes the Trail Fee for privately-owned golf carts annually. Trail Fees will not be prorated, except for the first year a Member applies for approval of a private cart. The annual Trail Fee includes only the Member and Designated Household Users. All such persons driving must be named in a Trail Fee Agreement, which is available at the Membership Department and is posted on the Website. Other Family Members, Guests, and other Members must pay appropriate cart fees at the Golf Shop prior to play. To purchase a Trail Fee, see the Membership Department. Proof of liability insurance must be provided to obtain or renew a Trail Fee Agreement.

- A Premier Golf or Signature Golf Member who has purchased a Golf Cart Trail Fee is permitted to have a second cart registered under the same Trail Fee Agreement. Such additional cart shall be subject to the same privately-owned golf cart policies as the primary cart.
- Members with private carts may ride with each other but may not lend their carts to other Club Users without payment of applicable cart fees.

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- Members with a private golf cart but no annual trail fee must check in at the Golf Shop prior to beginning play and will receive a daily Trail Fee ticket that must be in possession of the cart operator. Private golf carts without a daily ticket may be asked to return to the Golf Shop.
- A Premier Golf or Signature Golf Member, Household User or Guest may operate an approved private golf cart on the golf course without a Trail Fee sticker upon payment of appropriate daily cart fee if all of the following have occurred:
  - An annual golf cart usage permit has been purchased from the Club
  - Proof of liability insurance has been presented to the Club at Ibis; and
  - There has been compliance with all privately-owned golf cart policies.
- Golf carts, properly registered by the Club at Ibis, may be used by Tennis and Social members and their Guests may only drive on cart paths leading to or from the Clubhouse, The CORE, and the tennis courts and their adjacent cart parking areas.

F8. ***Pickleball Rules.***

(a) Pickleball at the Club is played, for the most part, without the supervision of a referee or umpire. All players shall conduct themselves in a disciplined manner, always demonstrating courtesy and good sportsmanship. The rules of the United States Pickleball Association govern play for recreational and tournament play at the Club.

- Registration: Members who wish to play and Guests must check in and register at the Sports Shop prior to playing pickleball. A Membership Card for each. Unaccompanied guests must present a guest card/pass.
- Reservations (*Revised 12/07/2021*): The Pickleball Court Reservation System is an internet system at [www.ibispb.chelseareservatons.com](http://www.ibispb.chelseareservatons.com) that may be accessed via the internet or kiosks located in the Sports Shop, Golf Shop, and various locations in the Club Facilities. Court time requests may be made up to 30 days in advance. Placement of requests will be made three days prior to play and will be posted in the online reservation system, the Sports Shop, and at the Pickleball Courts. Reservations for guests and applicable fees will be determined on the same basis as guests of tennis-playing Members.

(b) Pickleball Players must enter complete groups; four players for doubles or two players for singles. Incomplete requests will not be accepted. It is the responsibility of the Pickleball Player making the reservation to ensure accuracy of the names submitted in the request. Changes to the requests can be made via the Pickleball Court Reservation System any time prior to the placement. After the placement, any changes must be made through the Sports Shop. Pickleball Players are allowed one reservation request per day. Duplicate requests will not be accepted. After playing, Pickleball Players are permitted to reserve another court time at the Sports Shop, if available. Any reservation made within three days of play must be made through the Sports Shop. Doubles' play will have priority over singles' play between 8:00 a.m. and 11:00a.m.

- Court time is limited to one hour for singles and one and a half hours for doubles.
- An adult must accompany children less than 16 years of age.

- Proper pickleball attire and proper pickleball shoes shall be worn at all times. Dark-soled running shoes are not permitted. Refer to the Website for complete Dress Code requirements.
- Players must wait until their scheduled time to enter the Pickleball Courts.
- Pickleball Players must enter courts from the appropriate gates and not cut across other courts.
- Should a player need to retrieve a ball from an adjacent court, he/she must wait until play has stopped and ask the Pickleball Players on that court for assistance.
- Profanity and loud conversation on or around the courts is inappropriate.
- Loud music outside of a scheduled event is prohibited.

F9. ***Pool Facility Rules.*** All Club Facility users shall conduct themselves in a disciplined manner, always demonstrating courtesy and good sportsmanship. Our pools are not monitored by lifeguards and your safety is your responsibility.

- Pool Towels are provided by pool staff. Towels may not be removed from the pool area must be returned to an appropriate receptacle before leaving the area.
- The Lap Pool is for lap swimming only except when a different use has been specifically authorized by Club Management. Lap swimmers must limit their time to 30 minutes when others are waiting. The two outside lanes are each to be shared with one other lap swimmer if any are waiting.
- Children 12 years of age and under are not allowed to use the pools unless supervised by an adult in the immediate area. Children under 16 years of age are not allowed to use the Hot Tub at any time. The Splash Zone is for younger children. Diaper-aged children must wear swim diapers in the Splash Zone. No diaper-aged children are permitted in the Resort Pool or Lap Pool. Changing of diapers is not permitted in the Pool Facility except at changing stations available in the Cabana restrooms.

F10. ***Tennis Rules.*** Tennis at the Club is played, for the most part, without the supervision of a referee or umpire. All players shall conduct themselves in a disciplined manner, always demonstrating courtesy and good sportsmanship. The rules of the United States Tennis Association govern play for recreational and tournament play at the Club.

- Registration: Members (“Tennis Players”) with Guests must check-in and register at the Sports Shop prior to play.
- Reservations: The Tennis Court Reservation System is a phone and internet system that may be accessed via the internet at [www.ibismembers.com](http://www.ibismembers.com) or kiosks located in the Sports Shop, Golf Shop, and various locations in the Club Facilities. Tennis Court Reservation System requests may be made up to 30 days in advance. Placement of requests will be made three days prior to play and will be posted to the online reservation system, the Sports Shop, and at the Tennis Courts.
- Tennis Players must enter complete groups; four players for doubles, and two players for singles. Incomplete requests will not be accepted. It is the responsibility of the Club User making the reservation to ensure accuracy of the names submitted in the request. Changes to the requests can be made via the Tennis Court Reservation System any time prior to the placement. After the

placement, any changes must be made through the Sports Shop. Tennis Players are allowed one reservation request per day. Duplicate requests will not be accepted. After playing, Tennis Players are permitted to reserve another court at the Sports Shop, if available. Any reservation made within three days of play must be made through the Sports Shop. Doubles' play will have priority over singles' play between 8:30 a.m. and 11:00 a.m.

- Court time is limited to one and one-half hours for doubles and one hour for singles.
- Ball machines are available for complimentary use. For reservations, contact the Sports Shop Desk.
- Singles and doubles' play take priority over ball machine use.
- Children: An adult must accompany children less than 16 years of age.
- Proper tennis attire and proper tennis shoes shall be worn at all times. Refer to the Website for complete Dress Code requirements.
- Tennis Players must wait until their scheduled time to enter the court areas. Tennis Players must enter courts from the appropriate gates and not cut across other courts.
- Guests (*Adopted 12/07/2021*). All tennis guests must be registered at the Sports Shop prior to play. All guests are subject to a daily guest fee. Unaccompanied guests will need to carry a valid guest pass. Please make sure that all your House Guests are aware of this policy. "Day Guests" are guests who live within a 50-mile radius and are limited to using the Club no more than six times between November 1 and April 30. While a "House Guest" is not limited to six times per season, he or she is still subject to guest fees and should still be registered at the Sports Shop prior to play. Tennis and Pickleball Guest Fees: \$10 per guest from May through October and \$15 per guest from November through April.

## G. MISCELLANEOUS

G1. ***Minutes Of Meetings.*** The Board recognizes that Florida Statute 720.306(10) permits Owners to audio tape, video tape and electronically record meetings of the Board and meetings of the members, except when such meetings are in Executive Session or any meeting of Executive Committee. Recording is permitted only in strict accordance with this Rule:

- (a) Only an Owner of record, whose name is on the deed to the parcel, can audio tape, video tape video tape or electronic record meetings.
- (b) No meeting can be audio or video taped or electronic recorded unless advance written notice is provided to the Chairman of the meeting prior to the time the meeting is scheduled to commence.
- (c) Notice of intent to audio tape, video tape or electronic record a meeting is effective only for the single specific meeting referenced in the written notice and for no other meeting. Notice is valid for only one (1) meeting and any continuation of that meeting. Notice of intent to audio tape, video tape or electronic record a meeting cannot be submitted for multiple meetings on the same request. Each meeting is a separate meeting, and each separate meeting requires a separate written

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notice. Any notice purporting to be a notice to audio tape, video tape or electronic record multiple meetings is invalid, cannot be accepted, does not constitute notice to audio tape, video tape or electronic record any meeting and must be rejected by the Master Association. Notice of intent cannot be submitted more than seventy-two (72) hours prior to the meeting. Any notice submitted more than seventy-two (72) hours prior to the meeting is invalid, cannot be accepted, does not constitute notice to audio tape, video tape or electronic record any meeting and must be rejected by the Master Association.

(d) Audio or video taping or electronic recording of meetings cannot commence until the Chairman of the meeting has called the meeting to order. Audio or video taping or electronic recording of meetings prior to the Chairman calling the meeting to order, is strictly forbidden.

(e) Audio or video taping or electronic recording of meetings must cease immediately once the meeting has been adjourned.

(f) Any audio, video or electronic recording equipment must be assembled, placed in position, and focused not less than fifteen (15) minutes prior to the scheduled time for commencement of the meeting. No audio, video taping or electronic recording device can be moved, altered, or adjusted after the meeting begins. In order to preserve the rights of the meeting participants, the Master Association shall determine the location of the audio or video taping or electronic recording device, which allows for effective recording by the Owner, while preserving the rights of other owners to observe, hear, and participate in the meeting with minimal distraction. No equipment can produce distracting sound or light emissions. Any equipment which produces distracting sound or light emissions, in the sole discretion of the Chairman of the meeting at which audio or video taping or electronic recording is taking place, must be immediately turned off and immediately removed from the meeting.

(g) No person can move about the meeting room to facilitate the recording. Any person who moves about the meeting room to facilitate the recording is distracting the participants in the meeting from conducting the affairs of the Master Association. Accordingly, if a person moves about the meeting room to facilitate the recording, the recording device must be immediately switched off and both the person and the recording device must be removed from the meeting.

(h) Any upload, email, distribution, display, or publication of an audio, video, or electronic recording of any meeting to any person or entity or to any internet site is at the sole risk of the person recording the meeting and the person uploading, emailing, distributing, displaying, or publishing the recording. The Master Association is not liable for the upload, email, distribution, display, or publication of an audio or video recording of any meeting.

**G2. *Rules for the Conduct of Board Meetings.*** As contemplated in Florida Statute 720.303(2), the Board has adopted rules governing the conduct of meetings, including limitations on the rights of members to speak. These rules are at **Exhibit G**.

**G3. *Sanctions for Violations.*** The Board may, in accordance with the procedures set forth in Florida Statute 720.305, as amended from time to time, levy a fine or impose another sanction pursuant to the Grievance Procedures against any person who fails to comply with these Rules or any Owner who invites, requests, or permits someone to violate these Rules.

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Exhibits

- A - Committee Profiles
- B - Fines and Penalties
- C - Grievance Procedures
- D - Leadership Development Committee Procedures
- E - Design Review and Construction Procedure Manual
- F - Fines and Penalties
- G - Rules for the Conduct of Board Meetings



## General Rules & Regulations Exhibit A COMMITTEE PROFILES

In accordance with the Club at Ibis by-laws, there are various Ibis Committees that are staffed by volunteers, as follows:

- BodyMind Connection™ Committee \*
- Finance Committee
- Golf Committee \*
- Grievance Investigation Committee
- Hearing Committee
- Architectural Review Board
- House & Grounds Committee \*
- Legal & By-Laws Committee
- Long-Range Planning Committee
- Membership & Marketing Committee\*
- Leadership Development Committee (currently known as the Nominating Committee)
- Sports Committee \*

*\*Denotes Open Forum at the Beginning of Each Meeting*

(The By-Laws also address the Executive Committee – which is staffed only by members of the Board – and provide for the establishment of additional limited-purpose, project-oriented Ad Hoc Committees that are formed and dissolved from time to time.)

Below you will find helpful information which summarizes the ways the Committees are structured and what is required of those who serve on them (Please note that these Practices are subject to periodic review and updating.).

**Personal Requirements:** For purposes of service on a Committees, all Committee members must be property owners in “good standing” of the Club at Ibis. Good standing is defined as:

- A Member/Owner who is current in the payment of all applicable fees and dues.
- Any Member/Owner who is suspended may not serve on a Committee during the time of suspension. The ruling of the Grievance Investigation Committee shall determine if that Member/Owner may return to Committee service.
- A Member/Owner having his/her home for sale, unless that Member/Owner has successfully petitioned the Board of Directors for approval to serve.

Committee members shall abide by the Code of Conduct and Ethics, as provided by the Club at Ibis. Where Committee members may be involved in or are provided confidential information, each member of that Committee will be required to sign a Confidentiality Agreement furnished by the Club.

#### **Committee Structure:**

- Each Committee shall consist of a minimum of three members and up to a maximum of ten members, unless a majority of the Board of Directors approves otherwise, except the Leadership Development Committee shall consist of no fewer than five and no more than nine members, and the Grievance Investigation Committee shall consist of a minimum of five members.
- Members of the Committee shall have prior experience or knowledge pertinent to at least some areas of that Committee's oversight.
- A member of the Board of Directors will serve as Chairperson for each Committee, as per the By- Laws, except for the Leadership Development Committee, Hearing Committee, the Grievance Investigation Committee, and the Architectural Review Board.
- Committees serve in an advisory capacity only; final decision-making authority rests with Management and the Board of Directors. (Exceptions are the Architectural Review Board, Hearing Committee, and Leadership Development Committees, all of which make decisions independent of Board of Directors ratification).

#### **Term Lengths:**

- Terms:
  - Terms for Committee members are one year each (from November 1 through October 31), with a maximum service of three consecutive terms on any particular Committee (When the Chair deems necessary, members may exceed terms limits if special skill sets are vital to the Committee structure and success).
  - Up to five consecutive terms (from November 1 through October 31), shall be allowed on the Finance Committee, the Legal & By-Laws Committee, and the Long-Range Planning Committee. Longer terms may be permitted based on circumstances and/or if the member has successfully petitioned the Board of Directors for approval to serve.
  - Terms for Leadership Development Committee members are one year each (from May 1 through April 30), with a maximum service of three years. If there are not enough qualified applicants to the LDC to meet the minimum of five (5) members, prior or current members may be considered. This is the only Committee with this term period.
  - Terms for Ad Hoc Committee members are established by the Board of Directors President, who may, from time to time: (1) appoint such ad hoc committees, with such powers and composition as the President, with the advice of the Board, shall determine, (2) determine the term of such committee Chairs and members, and (3) replace such committee Chairs or members at any time, without cause. Ad Hoc committees shall be advisory and shall have no independent authority.
- A person who has already served three or five consecutive years, as the case may be, may only serve again (if appointed), after sitting out for one year. Or, if there are not enough qualified applicants to fill the number of seats required for a particular Committee, then, that Committee Chair may choose to allow a member who has already served the stipulated maximum number

of consecutive terms to continue until such time the seat can be filled by another new, qualified person wishing to serve.

- A person who has completed the maximum consecutive years of service on one Committee is eligible to serve on any other Committee.
- Time served as a Board Chairperson does not apply toward overall term length, should that person leave the Board of Directors and desire to serve on a Committee.

**Definitions:** ‘the Club at Ibis’ refers to the Club at Ibis Property Owners Association, doing business as The Club at Ibis; ‘owners’ refer to residents who own residence or lot within our property; ‘Members’ refers to owners who, additionally, have joined to use the Club Facilities.

**Following is a brief summary regarding each of OneIbis’s active standing Committees.** Further information on each Committee, including candidate preferred background and experience, typical time commitment and expanded descriptions, can be found by clicking on any Committee name below.

### **BodyMind Connection Committee (meets once per month)**

The mission of the BodyMind Connection™ (BMC) Committee is to recommend an integrated program aimed at enhancing and promoting the health and lifestyle of Ibis Members.

### **Finance Committee (meets once per month)**

The Finance Committee’s mission is to assist the Board in fulfilling its oversight and fiduciary responsibilities for the financial reporting process, the system of internal controls over financial reporting and the annual audit process. The committee is guided by and reports to the Treasurer of the Board of Directors who shall also serve as the Chairman of the Committee. The Committee also serves as the Audit Committee of the Club.

### **Golf Committee (meets once per month)**

The mission of the Golf Committee is to provide member and league insight and perspective to management on matters associated with providing the finest golf experience for Members and their guests.

### **Grievance Investigation Committee (meets as needed)**

The Grievance Investigation Committee, in accordance with the established Grievance Process, deal with treatment of complaints alleging misconduct. The Committee conducts investigations and hearings as warranted to determine what, if any, sanctions are to be imposed.

### **Hearing Committee (meets as needed)**

The Committee votes to confirm or reject fines and suspensions levied by the Board of Directors or its designee.

### **House and Grounds Committee (meets once per month)**

The House and Grounds Committee mission is to provide insight and perspective on programs and events to the Ibis Management team that add to the enjoyment and quality of the dining and social life of the Membership. The House and Grounds Committee shall also provide input regarding

maintenance needs of facilities and equipment; periodically inspect the landscaping and exterior of Common Areas, Club Facilities, Lots, and Units.

**Legal & By-Laws Committee (meets once per month)**

The mission of the Legal & By-Laws Committee is to advise the Board on all matters of a legal nature pertaining to the Club.

**Long-Range Planning Committee (meets as needed)**

The Long-Range Planning Committee mission is to conduct special projects as requested by the Board of Directors which will assist the Board in creating and maintaining the Club's strategic plan.

**Membership & Marketing Committee (meets once per month)**

The mission of the Membership & Marketing Committee is to provide member insight and perspective to management on matters concerning Membership and marketing policies and practices, and external communications practices to the appropriate audiences.

**Sports Committee (meets once per month)**

The Sports Committee mission is to provide insight and perspective to Club management on Tennis, Pickleball, Pool, Bocce, Park, Fitness, and Spa offerings, activities and programs.

**Architectural Review Board (meets twice per month)**

The ARB's mission is to review and enforce proposed construction, alteration(s), removal(s), or additions contemplated by property owners on a submitted proposal. The ARB also oversees development review, architectural control, maintenance, and other requirements and restrictions imposed on any portion of the community by the Club.

**Leadership Development Committee (meets once per month)**

The mission of the Leadership Development Committee is to promote interest among Club members in serving on the Club's Board of Directors and to identify and encourage prospective candidates to apply to fill Director roles. The Committee also evaluates candidates for Board of Directors roles and recommends a slate of candidates to the Board for each annual election.

NOTE: All Committees (except the Grievance Investigation Committee, Hearing Committee, Leadership Development Committee, and Architectural Review Board) act in an advisory capacity to the Board of Directors and Club Management – and have no independent decision-making authority.

## **BodyMind Connection™ Committee**

### **Mission Statement**

The mission of the BodyMind Connection™ (BMC) Committee is to recommend an integrated program aimed at enhancing and promoting the health and lifestyle of Ibis Members.

### **Scope of Work**

- To mold the various programs and services offered by the Club to allow Members to develop individual lifestyle choices and programs.
- Coordinate activities with the other functional departments within the Club (Sports, Food & Beverage, Golf, Tennis) to recommend integrated offerings to Club Members.
- Work with Fitness Director and Spa Manager to recommend a regular program of activities for Club Members.
- Explore – and recommend to management – lifestyle products and services not currently offered, such as a lecture, a relationship with a professional on a consulting basis, or in any other manner.
- Research and keep abreast of wellness and health initiatives and developments (including offerings at comparable clubs both locally and nationally) and keep other functional departments aware of them.
- Sponsor and organize the annual Ibis Health & Wellness Affair.
- Incorporate Member organizations (including, but not limited to, Ibis Clubs & Activities Organization and other Member groups) into the lifestyle opportunities for Members.
- Coordinate with Membership & Marketing to incorporate BodyMind Connection initiative into the Club's overall marketing efforts.

### **Attributes of Committee Members**

- There are eight (8) at-large club Member positions on the BMC Committee. Attributes for Committee members are individuals with experience or interest in:
  - Nutrition
  - Wellness
  - Fitness
  - Wildlife
  - Medical related fields
  - Lifestyle coaching
- In addition, the Committee consists of a liaison representative from:
  - Membership & Marketing Committee
  - Ibis Clubs & Activities

### **Monthly Time Commitment**

- The BodyMind Connection™ Committee meets monthly for approximately 1½ hours.
- In addition, Committee members may be asked to participate in some subcommittee or project activity that could be for another 2-3 hours in a given month.

## Finance Committee

### Mission Statement

The Finance Committee's mission is to assist the Board in fulfilling its oversight and fiduciary responsibilities for the financial reporting process, the system of internal controls over financial reporting and the annual audit process. The committee is guided by and reports to the Treasurer of the Board of Directors who shall also serve as the Chairman of the Committee. The Treasurer can, at his/her discretion, appoint a subcommittee of the Finance Committee to perform the Audit-related job responsibilities described below.

### Scope of Work

- Verifying that the budgeting process, the integrity of the financial statements, the placing of insurance and the filing and payment of all appropriate and applicable taxes and fees, are all monitored on a monthly, quarterly, and annual basis.
- Providing oversight and review of the Club at Ibis Property Owner's Association's ("The Club") banking, other borrowing activities, and treasury services, including investment of Club's excess capital, and engaging in special projects as guided by the Treasurer.
- Annually reviewing the Club's Fraud Risk Assessment.
- Overseeing the annual Audit Process (establish scope, timeline and special project topics) and evaluating the year-end Audit and the Auditor's Management Letter. The Finance Committee's role in the Audit process is advisory, with the ultimate oversight and approval authority for the annual Audit lying with the Board:
  - Prior to commencement of the annual audit, (generally at the completion of the last audit) review the performance of the Independent Auditor and determine if alternative audit firms should be evaluated along with a review of their qualifications and proposed fees. In addition, the Committee will confirm the independence of the Auditors by obtaining written statement by them on any relationships between the Auditors and the Club. For the upcoming audit, recommend the auditing firm for Board of Directors' approval.
  - Review the year-end Audit Report, Management Letter and related communications. Discuss with the Independent Auditor and Club management any material weaknesses or significant deficiencies in internal control identified in connection with the annual financial statement audit. Obtain Club management's response including how any material weakness or significant deficiencies, if any, are to be addressed and to ensure resolution of those issues.
  - Oversee special investigations as needed and authorized by the Board of Directors.

### Attributes of Committee Members

- Candidates generally have a background in accounting, finance, information technology or general business.
- The Finance Committee provides a broad overview of the operations of the Club and has been a feeder Committee for Board candidates.

### Monthly Time Commitment

- The Committee meets monthly in regular sessions that each last about 1½ hours.



- The overall time commitment varies with the degree of individual Committee member involvement in special projects.

# Golf Committee

## Mission Statement

The mission of the Golf Committee is to provide Club Member insight and perspective to management on matters associated with providing the finest golf experience for Members and their guests.

## Scope of Work

- Provide Club Member feedback to Management to help maintain, preserve, and enhance our golf courses and practice areas.
- Promote fellowship, sociability, and good sportsmanship.
- Review new golf programs as they are being developed.

## Attributes of Committee Members

- There shall be at least four (4) and a maximum of six (6) at-large Club Member positions on the Golf Committee (and should not be a representative of any of the Associations). Attributes for Committee members are individuals with knowledge about:
  - Rules of golf
  - Golf course playing conditions
  - Golf programs
  - Other general golf activities.
- In addition, the Committee includes the Chairs of the various Golf associations.
- Candidates must be able to represent all Club Members regarding golf initiatives, course conditions, and Club Member needs.
- Excellent communication skills and the ability to filter diverse input provided by Club Members are essential.

## Monthly Time Commitment

- The Golf Committee requires a time commitment of about 2 hours monthly for regularly scheduled meetings, with the possibility of additional time for special projects.

## **Grievance Investigation Committee**

### **Mission Statement**

- The Grievance Investigation Committee consists of a minimum of five Club members appointed by the Board who administer, in accordance with the established Grievance Process, deals with treatment of complaints alleging Club member misconduct. The Committee conducts investigations and hearings as warranted to determine what, if any, sanctions to recommend to the Board.

### **Scope of Work**

- Professionally evaluate all matters referred to the Committee.
- Thoughtfully consider all pertinent oral and written statements from participants in - and witnesses to - alleged incidents.
- Prudently deliberate with fellow Committee Members to achieve consensus wherever possible.
- Review submitted paperwork prior to any hearings.
- Participate in hearings conducted with complainant, respondent, and any witnesses.
- Draft and review Grievance Reports.

### **Attributes of Committee Members**

- Grievance Committee Members must be open-minded and possess a balanced perspective of the proper conduct expected in order to maintain the welfare, safety, harmony and good reputation of the Club, its Club members and their guests, and Club employees.

### **Monthly Time Commitment**

- The Grievance Investigation Committee meets as required.
- Time commitments can vary from zero to sometimes ten or more hours in a given month.

# Hearing Committee

## Mission Statement

- The Hearing Committee consists of at least three Club members appointed by the Board who vote, in accordance with the established documents, to confirm or reject fines and suspensions levied by Grievance Investigation Committee and confirmed by the Board of Directors. The Committee conducts hearings as warranted to determine what, if any, fines and suspensions should be upheld or overruled.

## Scope of Work

- Professionally evaluate all matters referred to the Committee.
- Prudently deliberate with fellow Committee members to achieve consensus wherever possible.
- Review submitted paperwork prior to any hearings.
- Participate in hearings conducted.

## Attributes of Committee Members

- Hearing Committee members must be open-minded and possess a balanced perspective of the proper conduct expected in order to maintain the welfare, safety, harmony and good reputation of the Club, its Club members and their guests, and Club employees.

## Monthly Time Commitment

- The Hearing Committee meets as required.
- Time commitments can vary from zero to sometimes ten or more hours in a given month.

## House and Grounds Committee

### Mission Statement

The House and Grounds Committee mission is to provide insight and perspective on programs and events to the Ibis Management team that add to the enjoyment and quality of the dining and social life of the Membership. The House and Grounds Committee shall also advise of maintenance needs of facilities and equipment; periodically inspect the landscaping and exterior of Common Areas, Club Facilities, Lots, and Units.

### Scope of Work

- Connect with Club members in order to gather insight and suggestions that will *improve The Ibis Experience™*.
- Provide ideas and recommendations to Club Management.
- Share the thoughts and goodwill input from Club members.
- Comment, advise, and recommend on these areas:
  - Periodically inspect the landscaping and exterior of Common Areas, Club Facilities, and Lots.
  - Restaurants and Dining
    - Themes and objectives
    - Demand and availability
    - Food & beverage quality, presentation, variety, and service
  - Cultural and Mind Enrichment
    - Clubs
    - Educational activities
    - Lectures
    - Shows
    - Special events
  - Card Play
    - Room designations and schedules
    - Services and amenities
    - Training programs related to Card Play
  - Social Events
    - Gala Events
    - Membership games (Bingo, Trivia, etc.)
    - Membership gatherings (such as Cheers, etc.)
    - Special event planning
    - Outside catering
    - Member parties
  - Operating Costs and Financial Viability
    - Measurement of costs
    - Value and price of each venue
    - Cost trade-offs vs. Membership value received

## **Attributes of Committee Members**

- Areas of Understanding for Committee members:
  - Economics of Social activities
  - Subsidized amenities
  - Catering and fine dining as a 'business'
  - Utilization and scheduling of facilities
  - Dynamics of card play
  - Care and Maintenance of Club Facilities

## **Monthly Time Commitment**

- The time commitment for the House Committee varies between 1 and 4 hours per month.

# Architectural Review Board

## Mission Statement

The Architectural Review Board ('ARB') mission is to provide a consistent and streamlined process for receiving applications from HOA's, individual residents, contractors, and builders seeking approval for projects within Ibis, and follow up inspections upon project completion.

## Scope of Work

- Maintain consistent and equitable handling of all Requests for Project Approval through the Architectural Review Board.
- When any owner, resident, contractor, builder or Sub-Association decides to erect or install any building, fence, wall, or other structure or improvement (including but not limited to landscaping or other improvements or changes of any kind) visible from the exterior of any unit, approval will be required in writing by the Architectural Review Board (ARB).
- The requirements and procedures of this policy shall also apply to common elements of Sub-Associations.
- Review and enforce proposed construction, alteration(s), removal(s), or additions contemplated thereby in the location(s) indicated on the submitted proposal.
- The ARB also oversees development review, architectural control, maintenance, and other requirements and restrictions imposed on any portion of the Ibis community.
- Prior to the meeting a site inspection by staff will be done for each item on the agenda, and photos taken if warranted.
- At the meeting, the ARB may condition its approval of proposals, plans and specifications, as well as set time limits for completion as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or denying a submittal.
- At the conclusion of the meeting, the approval or denial letters are sent via email, to the homeowner, the HOA, and their respective Property Managers. The originals are filed with all supporting documents in the appropriate file for that particular property/lot.

## Attributes of Committee Members

- ARB Members must be open-minded and possess experience in engineering, architecture, landscape engineering, or other design professions.

## Monthly Time Commitment

- The ARB meets twice per month.
- Time commitment can vary from two to five hours in a given month.

## **Leadership Development Committee**

### **Mission Statement**

The mission of the Leadership Development Committee is to promote interest among Club members in serving on the Club's Board of Directors and to identify and encourage prospective candidates to apply to fill Director roles. The Committee also evaluates candidates for Board of Directors roles and recommends a slate of candidates to the Board for each annual election.

### **Scope of Work**

- Develop and maintain a list of Club members who appear to be good prospects for roles on the Club Board of Directors
- Plan and organize periodic events to educate Club members and to elicit their interest in becoming members of the Club Board of Directors
- Organize and conduct a formal process for soliciting and qualifying self-nominated candidates prior to an upcoming Board of Directors election
- Prepare a brief list of topically appropriate questions to be asked of each candidate
- Collectively evaluate each applicant for a Board of Directors role, including group interviews of each applicant and a review of their qualifications
- Based on the due diligence conducted by the Committee on each applicant, recommend a slate of qualified candidates to the Board
- Organize "Meet the Candidates" events and other activities to familiarize the Club member electorate with each candidate prior to the election

### **Attributes of Committee Members**

Committee members must be good judges of character and experienced in evaluating candidates for leadership positions. Prior experience in an executive or Board role in a mid to large organization is desirable.

### **Monthly Time Commitment**

Members of this Committee operate on an annual term from May 1 through April 30 of the following year. The Committee typically meets monthly between May and October for approximately 1 hour. During election season (November through March) multiple meetings and other activities – candidate interviews, Meet the Candidates events, etc., may require 10 to 20 hours per month.



## Legal and By-Laws Committee

### Mission Statement

The mission of the Legal & By-Laws Committee is to advise the Board on all matters of a legal nature pertaining to the Club.

### Scope of Work

- Develop a solid knowledge of applicable Club documents:
  - General Rules & Policies and other regulations
  - Articles of Incorporation
  - Club By-Laws
  - POA Declarations
  - Bank of America Loan Documents
  - Directors & Officers Insurance Policy
- Recommend to the Board proposed revisions to those documents. Provide interpretation of the General Rules & Policies, Articles of Incorporation, By-Laws or Declarations provisions, all on its own initiative or as may be requested by the Board.
- Draft and review correspondence with a “legal” perspective at the request of the Board.

### Attributes of Committee Members

- A legal background is helpful but not required.
- Knowledge of or willingness to learn Florida Statutes is required.
- Knowledge of or willingness to become familiar with the Club documents.
- Understanding of contract terms.
- Solid writing and editing skills.
- Attention to detail.

### Monthly Time Commitment

- The time commitment for the Legal & By-Law Committee can vary from under 5 hours to between 10 and 15 hours per month, depending on what issues or projects require attention.

## Long-Range Planning Committee

### Mission Statement

- The Long-Range Planning Committee mission is to conduct special projects as requested by the Board of Directors which will assist the Board in creating and maintaining the Club's strategic plan.

### Scope of Work

- The Board of Directors has the responsibility to develop the strategic direction of the Club considering: financial plans, investments in infrastructure and programs, member requirements, and market demands. The Long-Range Planning Committee will support the Board in this effort by undertaking the following:
  - Collect data from Club members and the marketplace
  - Consolidate information from other Committees in support of the strategic planning effort
  - Analyze information and develop conclusions
  - Conduct special projects to address specific issues
  - Present findings and recommendations to the Board

### Attributes of Committee Members

- Experience in strategic planning.
- Experience in financial analysis.
- Experience in project management.

### Monthly Time Commitment

- Long Range Planning Committee meetings will be held on an ad hoc basis to parallel strategic planning activities of the Board and to conduct special projects as they arise.

## **Membership & Marketing Committee**

### **Mission Statement**

The mission of the Membership & Marketing Committee is to provide member insight and perspective to management on matters concerning membership and marketing policies and practices, and external communications to appropriate audiences.

### **Scope of Work**

- Review and recommend the marketing initiatives of the Club to effectively and continually attract new Members.
- Coordinate Membership & Marketing activities with other individuals, Committees, constituencies and groups as needed.
- Monitor Membership developments and trends of comparable equity clubs and incorporate into our strategies as warranted.
- Advise and Consult on the development of appropriate Marketing plans, including market strategy, branding, value proposition, competitive positioning, marketing targets, marketing communication materials and advertising.
- Review classes of Membership (including joining fees and dues, competitive analysis) and recommend optimal Membership levels within the limits of the By-Laws.
- Advise and consult to establish and maintain control of Membership policies, recommending appropriate changes to the Rules and By-Laws. Review individual requests for exceptions and recommend appropriate action to the Board.
- Advise and Consult with Communications on the look, feel and content of the Club's external website page.
- Channel Club Member inputs and recommend Club Member products and services to attract new Members and enhance service provided to current Members

### **Attributes of Committee Members**

- Membership & Marketing Committee Members should have experience in the following areas:
  - Membership
  - Marketing
  - Website and print collateral materials
  - Advertising & public relations
  - Communications
  - Data analysis and surveys

### **Monthly Time Commitment**

- The Membership & Marketing Committee meets monthly for approximately 1½ hours. In addition, Committee Members may be asked to participate in some subcommittee or project activity that could be for another 2 to 3 hours in a given month.

## Sports Committee

### Mission Statement

- The Sports Committee mission is to provide insight and perspective to Club Management on Tennis, Pickleball, Pool, Bocce, Park, Fitness, and Spa offerings, activities and programs.

### Scope of Work

- The Committee advises the Board on the following:
  - Matters concerning the scope of operations of a Director of Sports, Fitness and aquatics professionals
  - Promulgation of tennis and pickleball playing rules, and programming of tennis, pickleball, and bocce events for Club members and their guests
  - Review of rules for use of the fitness, spa, and aquatics facilities by Members and their guests
  - Condition of, and providing recommendations concerning, the tennis and pickleball courts, bocce courts, fitness, spa, and aquatics facilities and equipment
- Committee Members participate in:
  - Suggesting maintenance of, and enhancements to, all sports, tennis, bocce, pickleball, pool, fitness, and spa assets
  - Recommending programming for all sports, tennis, pickleball, bocce, pool, fitness, and spa activities
  - Reviewing pertinent operational and financial metrics
  - Advocating Club member issues with Management and championing Club Sports undertakings.

### Attributes of Committee Members

- Sports Committee Members bring some know-how regarding the Committee's scope and share an enthusiasm for an active Ibis lifestyle and a desire to maximize *The Ibis Experience™*.

### Monthly Time Commitment

- The Sports Committee requires a time commitment of 1½ hours monthly for regularly scheduled meetings and additional time for special projects.



## The Club At Ibis Architectural Review Application Packet

As a homeowner, you may have some ideas on how you'd like to improve your property. Please keep in mind, the Club at Ibis has an Architectural Review Board to help maintain the quality of our neighborhoods. Its function is to evaluate the plans for all exterior landscaping, repairs and remodeling (such as painting, decks, fences, trees and bushes, replacement roofs, etc.) to ensure compliance with all Covenants and Bylaws. The purpose of this review is to protect our scenic environment and maintain the value of our homes. **All modifications to the exterior of your property**, including repainting with a different color, must be submitted to the Architectural Review Board for approval before any work begins. If work is started without prior approval, the homeowner risks being cited for a covenant violation and may be required to alter or remove the changes at significant additional cost.

### Items needed:

- HOA/COA approval/signature on application
- Deposit check and signed acknowledgement
- Plans/drawings, photos, color samples etc.

**If you have any questions please contact Gail James at (561) 625-8500  
ext 1987 or [gjames@clubatibis.com](mailto:gjames@clubatibis.com)**

**THE CLUB AT IBIS ARCHITECTURAL REVIEW BOARD (ARB)  
REQUEST FOR PROJECT APPROVAL**

**The Club At Ibis will not accept any request for project approval without the HOA approval and designated HOA representative's signature on each page of the submittal.**

Check all that apply:  New Structure  Addition to Structure Landscaping  
 Painting / Refinishing / Siding  Demolition  Roof Replacement  Other

**DO NOT START ANY PROJECT BEFORE POA WRITTEN APPROVAL IS RECEIVED. REMOVAL OF UNAUTHORIZED PROJECTS WILL BE AT THE OWNER'S EXPENSE.**

Please be aware that a refundable deposit of up to \$3,000.00 may be required, depending on the scope of the project.

**INSTRUCTIONS:** Please use this form to submit plans to the Ibis POA Architectural Review Board for any project that will affect the exterior appearance of your property. This includes but is not limited to:

1. New construction with landscaping.
2. Modifications to structures, addition / removal of fences, pools, patios, screen enclosures, hurricane shutters, solar panels, satellite dishes, generators, etc.
3. Addition, removal, relocation or modification of existing landscaping – such as trees, shrubs, hedges, etc.
4. Painting, siding or major refinishing.

Describe details including materials, precise locations, dimensions, and setbacks. Include a survey, plot plan, landscape drawings and plans, building elevations, paint color or fabric samples, pictures or brochures. Owner or his agent will be responsible for obtaining any governmental permits applicable to the project. Allow thirty (30) days for processing and response. Contact the Ibis POA office at 561-630-2828 if you have any questions.

**BRIEF DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)** \_\_\_\_\_

**ATTACH PLANS, DRAWINGS, PAINT SAMPLES.** Number of extra sheets attached \_\_\_\_\_

**Submitted by:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Owner's printed name)

**Address:** \_\_\_\_\_ **LOT#** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**E-mail address** \_\_\_\_\_

**Owner signature (REQUIRED)** \_\_\_\_\_

**HOA Designated Representative Approval: (PRINT NAME)** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\*\*\*\*\*

For POA ARB use only:

Date Approved \_\_\_\_\_ Date Denied \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized POA ARB Representative)

Comments \_\_\_\_\_

POA Landscape Review Comments: \_\_\_\_\_

Date: \_\_\_\_\_

**IBIS PROPERTY OWNERS ASSOCIATION, INC.**  
**OWNER/BUILDER REFUNDABLE COMPLIANCE**  
**DEPOSIT ACKNOWLEDGEMENT**

As required in the Declaration of Covenants of The Club at Ibis, a refundable debris/damage/compliance deposit of \$ \_\_\_\_\_ is required to be paid by an owner/builder to The Club at Ibis when plans are submitted for approval. These funds shall be deposited by The Club into a non-interest bearing escrow account. The purposes of the debris/damage/compliance deposit are to assure that all construction activity will be carried out in accordance with The Club at Ibis Architectural Review Board approved plans and specifications, that the Owner/Builder will not cause any damage to the property of others, including, but not limited to, rights of way, pavement, other driving surfaces, shrubs, trees, drainage structures, and grading, and that such construction will be completed within the time periods specified.

In the event of any breach or default by the owner/builder, The Club at Ibis shall have the right, in its sole and absolute discretion, and without liability, to withdraw funds from the escrow account to assure Owner/Builder compliance with the above stated purposes, and repair any damage to the property of others, not corrected by the Owner/Builder. If funds are withdrawn from the escrow account, the Owner/Builder shall replenish the deposit account to the minimum required amount |

Upon completion of construction by issuance of a Certificate of Completion (if required) by the City and after the site is inspected by staff, and found to be in compliance with the above stated purposes, The Club at Ibis shall refund the deposit to the Owner/Builder.

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20

**PROPERTY LOCATION**

**OWNER/BUILDER**



**The Club at Ibis ARB Deposits and Fees:**

**REVIEW FEES: (non- refundable)**

- New Single Family Dwellings - \$500
- Demolition of Single Family Dwelling - \$500

**DEPOSITS: (refundable)** (debris/damage/general compliance)

- New Single Family Dwellings - \$3000
- Demolition - \$3000
- Additions, Pools, or Roof Replacement - \$1500
- Screen enclosures, Pool Deck Replacement, Generator, or Fence installation - \$750
- Hurricane shutters, awnings, window/door replacement or solar panels - \$500
- Dumpster Placement (during interior renovation/remodeling) - \$500
- Landscaping, wells, or satellite dish - \$250
- All other projects not listed above - \$250



<b><u>ARB MEETING DATES for 2021/2022:</u></b>	<b><u>SUBMITTAL CUT OFF DATES (5:00 PM):</u></b>
<b>November 5, 2021</b>	<b>October 29, 2021</b>
<b>November 19, 2021</b>	<b>November 12, 2021</b>
<b>December 3, 2021</b>	<b>November 29, 2021</b>
<b>December 17, 2021</b>	<b>December 10, 2021</b>
<b>January 7, 2022</b>	<b>December 31, 2021</b>
<b>January 21, 2022</b>	<b>January 14, 2022</b>
<b>February 4, 2022</b>	<b>January 28, 2022</b>
<b>February 18, 2022</b>	<b>February 11, 2022</b>
<b>March 4, 2022</b>	<b>February 25, 2022</b>
<b>March 18, 2022</b>	<b>March 11, 2022</b>
<b>April 1, 2022</b>	<b>March 25, 2021</b>
<b>April 15, 2022</b>	<b>April 8, 2022</b>
<b>April 29, 2022</b>	<b>April 22, 2022</b>
<b>May 13, 2022</b>	<b>May 6, 2022</b>
<b>May 27, 2022</b>	<b>May 20, 2022</b>
<b>June 10, 2022</b>	<b>June 3, 2022</b>
<b>June 24, 2022</b>	<b>June 17, 2022</b>

## THE CLUB AT IBIS

### PROCESS FOR ACTING ON A GRIEVANCE MATTER

#### General Rules & Policies Exhibit C

#### Effective November 1, 2021

SECTION I. DEFINITIONS. Unless otherwise defined below, capitalized terms have the meaning given to them in Rule A1 or the Governing Documents.

(a) Common Area User means a Club Member, non-Member Owner, or his/her immediate family member, tenant, or guest.

(b) Complainant means the person who initiates a grievance. A Complainant may be a Common Area User or a staff member or member of management.

(c) Day means calendar days.

(d) General Manager means the professional manager employed by the Master Association as the chief executive officer or chief operating officer of the Community, or his/her designee.

(e) Respondent means the Common Area User against whom a grievance is filed.

(f) Staff Representative means the supervisor of a staff member who is the Complainant or a management designee representing that staff member.

#### SECTION II. ADMINISTRATION.

1. Grievance Investigation Committee. There shall be a Grievance Investigation Committee consisting of five (5) or seven (7) members appointed by the Board who are not officers, directors, or employees of the Master Association. A Chairperson shall be selected by its members. To constitute a quorum at a Grievance Investigation Committee meeting (which may be in person or virtual), no fewer than 3 must be present for a 5-person committee and no fewer than 5 must be present for a 7-person committee. If a member of the committee is not a Club member, that committee member will be expected to recuse him/herself from hearing a complaint limited to Club matters.

2. Grievance Appeal Committee. There shall be a Grievance Appeal Committee (termed the "Hearing Committee" in the By-Laws, Art. XVII, Sec. 10) consisting of three (3) or five (5) members appointed by the Board who are not officers, directors, or employees of the Master Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee or a member of the Grievance Investigation Committee. A Chairperson shall be selected by its members. To constitute a quorum at a meeting (which may be in person or virtual), no fewer than three (3) members of the Grievance Appeal Committee must be present. If a member of the committee is not a Club member, that committee member will be expected to recuse him/herself from hearing an appeal limited to Club matters. Minutes shall be taken of every meeting of the Grievance Appeal Committee.

3. Board Liaison. The Board shall designate a Board Member as Liaison to both the Grievance Investigation Committee and the Grievance Appeal Committee. The Liaison shall not participate in Grievance Investigation Committee or Grievance Appeal Committee proceedings, nor shall he/she offer any opinions as to the appropriateness of the grievance complaint or sanction, other than during participation in the Board review of a completed Grievance Investigation Committee report. Thus, the role of the Liaison shall be limited to providing a communications channel with the Board, assisting with access to resources, etc.

4. Grounds for a Grievance. Any Common Area User whose conduct shall be deemed to be a nuisance or to be likely to disrupt or endanger the health, safety, welfare, harmony, and/or good reputation of the Master Association or of an eligible Claimant may be sanctioned pursuant to these processes. Example of offenses that could be grounds for sanctions include (by way of example and not of limitation):

- (a) Behavior or appearance that constitutes an unreasonable nuisance, including intoxication;
- (b) Unauthorized use of a Club Member's membership card or Club Membership account;
- (c) Failure to accompany a Household Guest where required when using the Club Facilities;
- (d) Failure to abide by the Governing Documents (including the Rules) or by the use restrictions contained in any sign posted by the Master Association;
- (e) Verbal or physical abuse or other unacceptable treatment of an eligible Complainant;
- (f) Causing damage to Master Association property or facilities;
- (g) Failure to obey ARB rules or decisions;
- (h) Behavior that causes the issuance of a citation by Master Association Public Safety Personnel; and
- (i) Other acts or omissions that endanger the health, safety, welfare, harmony, and/or good reputation of the Master Association or an eligible Complainant.

### SECTION III. FILING A GRIEVANCE

#### 1. Filing by a Common Area User

(a) Upon the occurrence of an incident involving the actions of an eligible Respondent against a Complainant other than a staff member or member of Master Association management anywhere on property subject to the Governing Documents, an "Incident Report" may be filed with the General Manager. Incident Reports filed by a Common Area User as Complainant will initially be evaluated by the General Manager. If the General Manager is unable to resolve the matter to the satisfaction of the Complainant within ten (10) days, the General Manager will so advise the Grievance Investigation Committee Chairperson in writing, with the Incident Report attached. The Respondent may file a written response to the Incident Report with the Chair of the Grievance Investigation Committee for consideration.

(b) The Incident Report should generally be completed and submitted to the General Manager within 15 days of the incident taking place. An incident report not filed within 15 days shall be reviewed by the Grievance Investigation Committee and shall be dismissed unless the Committee finds, in its sole discretion, that special circumstances warrant an exception.

(c) For the avoidance of doubt, if a Common Area User has a complaint against a staff member or member of the Master Association management, such complaint shall be filed with the Director of Human Relations of the Master Association for consideration in accordance with Master Association employment policies and practices.

2. Filing by a Staff Member or member of Master Association management

(a) Upon the occurrence of an incident involving a Respondent's action(s) against a staff member or member of management, an Incident Report may be filed by that staff member or a member of management or that staff member's supervisor (acting at the request of the staff member as his/her representative), which will automatically be forwarded to the Grievance Investigation Committee Chairperson.

(b) The Incident Report should generally be completed and submitted to the Grievance Investigation Committee Chairperson within thirty (30) days of the incident taking place. An incident report not filed within 30 days shall be reviewed by the entire Grievance Investigation Committee and shall be dismissed unless the Committee finds, in its sole discretion, that special circumstances warrant an exception.

(c) The staff member or his/her representative will be expected to attend the investigation hearing. The staff member will be expected to fully brief the Staff Representative on the incident so that the staff member can be adequately represented at the hearing.

3. Grievance Investigation Committee Options. The Grievance Investigation Committee chairperson, utilizing input from the General Manager and/or his department heads, and considering the statement of the Respondent, if any, has three options:

(a) Reject the grievance if it is deemed to be without merit or frivolous;

(b) If not a grievance involving a staff member or member of the Master Association management, request the General Manager to try to mediate a solution without Grievance Investigation Committee involvement; or

(c) Commence an investigation and schedule a hearing to take place within thirty (30) days of receipt of the Incident Report. This deadline may be extended by majority vote of the Grievance Investigation Committee if the Committee finds, in its sole discretion, that special circumstances warrant an exception.

4. Withdrawal of a Grievance. A Grievance may be withdrawn by a Complainant at any time prior to recommendation by the Grievance Investigation Committee. In such case, the Grievance Investigation Committee shall have no further jurisdiction over the matter.

SECTION IV. PROCEDURE UPON FILING

1. Upon the filing of an Incident Report not subject to, or resolved by, the General Manager, the General Manager will send an email and letter with proof of delivery to the Respondent stating that a grievance has been filed and including an unredacted copy of the Incident Report and all supporting documentation, including, but not limited to: names of the Complainant, the Respondent and all written statements from Complainant, Respondent and witnesses, and the report(s) of any investigation conducted with respect to the grievance; *provided, however*, if the Complainant is a staff member or member of Master Association management, their names may be redacted. The notice provided by the General Manager shall note that the Respondent should treat all materials provided as confidential prior to the consideration by the Board of the matter.

(a) The General Manager shall request that the Respondent provide the names of any witnesses for the Respondent for the Grievance Investigation Committee to invite to the hearing.

(b) The Chair of the Grievance Investigation Committee shall schedule a hearing for the matter, which shall be no earlier than fourteen (14) days following the date of the notice to the Respondent.

(c) The General Manager will advise the Complainant or Staff Representative of the schedule and procedure for the Hearing and request the names of any witnesses for the Complainant or Staff Representative for the Grievance Investigation Committee to invite to the hearing.

2. If the Respondent is unable to attend the hearing in person on the scheduled date, the Respondent may make a one-time request for re-scheduling to a date within thirty (30) days of the original date. Alternatively, electronic conferencing may be arranged with appropriate advance notice, or a written report may be submitted. Even if the Respondent is not able to attend the hearing by any of the means noted above, the Grievance Investigation Committee shall proceed with the hearing as scheduled and make a determination in the matter. For the avoidance of doubt, the Grievance Investigation Committee can always re-schedule the hearing in the interests of fairness.

3. Proceedings. Meetings of the Grievance Investigation Committee are not open to the public. Grievance Investigation Committee members, the Respondent, Complainant (or Staff Representative), and their respective witnesses may attend and offer either written or oral statements. Each attendee at the hearing shall be interviewed individually by the Committee (with no others present) and only the Committee members shall be present during the oral statement of any person. The proceedings of the Grievance Investigation Committee shall not be video- or audio-recorded, nor shall a stenographer make a record of the proceedings. Once all parties have been heard by the Grievance Investigation Committee and dismissed from the room, the Grievance Investigation Committee will deliberate and vote to make a recommendation to the Board. This recommendation shall be consistent with the Declaration, Article VIII, and may be, but is not limited to:

(a) no action taken;

(b) a letter of reprimand;

(c) imposition of a fine; and/or

(d) a suspension of privileges, which may include suspension of any or all Club privileges, if applicable, and of bar-code access to the Community (provided, however, that the suspension may not

prohibit an owner or tenant of a parcel from having vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park); and

(e) removal from committees or the initiation of recall proceedings related to removal from the Board.

4. Report. The Grievance Investigation Committee will provide the Board with a detailed report summarizing the information elicited at the hearing, along with all supporting information. Names shall be redacted and replaced with appropriate terms such as “Complainant #1” or “Witness #2”. Reports are to be written objectively and include all relevant information derived from the parties involved, witnesses, written documentation, and other investigation artifacts. The report must be clear, concise, and free of bias, and explain the rationale for the recommendation. The report will be provided to the Board in confidence.

5. Board Consideration. At a properly noticed Board meeting attended by the Grievance Investigation Committee Chairperson or his/her Committee member designee (who will discuss the grievance and hearing but who shall not vote with respect to the Board decision) the Board shall: (i) review the report of the Grievance Investigation Committee, (ii) discuss the Grievance and (iii) render a decision to affirm, reject, or modify (including by suspending the sanction for a period of time conditioned on some criteria) the recommendation of the Grievance Investigation Committee. Only the Grievance Investigation Committee Chairperson or his/her Committee member designee and the members of the Board may discuss the grievance.

(a) Board proceedings in connection with a grievance are required by statute to be open to all Members and non-Member Owners, so confidentiality cannot be maintained during consideration of a grievance by the Board. However, the names of both the Respondent and Complainant shall not be disclosed until the time for appeal has run or the appeal has been completed.

(b) Following the decision of the Board, both the Respondent and Complainant shall have access to all documents relating to the grievance, including the report of the Grievance Investigation Committee and any record of the Board related to the grievance.

6. The General Manager will send an email and/or letter with proof of delivery to the Respondent stating the decision of the Board and shall set forth the sanction(s) imposed and the dates of any suspension. Any member of the Board or any Committee who is suspended may be subject to additional action by the Board, including being removed from the Committees. If the Board deems it appropriate, proceedings may be commenced to remove a Director elected to the Board.

7. The Respondent has fourteen (14) days following receipt of the email or letter to appeal the decision of the Board. If no appeal has been requested in that fourteen (14) day period after the Member received notification of a sanction being imposed, any suspension will begin on the 15<sup>th</sup> day following the date of the original letter of notification of suspension.

## SECTION V. PROCEDURE UPON APPEAL

1. A Respondent against whom a sanction was imposed following Grievance Investigation Committee proceedings and Board decision may appeal to the Grievance Appeal Committee by delivering

to the General Manager a written Notice of Intent to Appeal. Written Notice of Intent to Appeal must be received by the General Manager no later than fourteen (14) days after receipt by Respondent of the Board's determination. The Respondent shall have the right to appeal either or both of the Board's findings or the sanction imposed.

2. The Chair of the Grievance Appeal Committee shall schedule a hearing for the matter, which (absent exigent circumstances as determined by the Grievance Appeal Committee) shall be no later than fourteen (14) days following the date of receipt by the General Manager of the Notice of Intent to Appeal. The General Manager shall send an email and letter with proof of delivery to the Respondent stating the date and time for the proceedings before the Grievance Appeal Committee.

3. Meetings of the Grievance Appeal Committee are not open to the public. Committee members, the Respondent, Complainant (or Staff Representative), the Grievance Investigation Committee Chair (or his/her Committee member designee) and, if requested by the Grievance Appeal Committee Chair, a representative of the Board shall be given an opportunity to present testimony and other information. Each attendee at the hearing shall be interviewed individually by the Committee (with no others present) and only the Committee members shall be present during the oral statement of any person. The proceedings of the Grievance Appeal Committee shall not be video- or audio-recorded, however, minutes shall be taken of every meeting of the Grievance Appeal Committee.

4. Upon conclusion of the Hearing, the Grievance Appeal Committee shall render a determination either to accept or reject the Board's determination and sanctions imposed. The Grievance Appeal Committee shall not have the power to modify the Board's decision, but only to accept or reject it. Upon acceptance, the Board's decision shall become final. Upon rejection, the grievance shall be dismissed.

#### SECTION VI. POST DETERMINATION PROCEDURE FOLLOWING AN APPEAL

1. The Respondent will be notified in writing by the General Manager of the decision of the Grievance Appeal Committee. If the Board's decision contains a suspension of privileges and is upheld by the Grievance Appeal Committee, the Respondent will be notified of the commencement and conclusion dates of the suspension.

2. Upon completion of the proceedings, if a sanction has been imposed, a summary of the grievance shall be published, *including the name of the Respondent*, in the weekly Ibis News & Updates email. The summary should provide enough information to allow the reader to understand the rationale for the form and the amount of the sanction.

3. The Complainant will also be notified of the final results in a brief communication from the General Manager.

4. Copies of all documents relating to the grievance incident and decision will be placed in a designated file of the Master Association that is maintained in the office of the General Manager. Copies of documents pertaining to a member of the Master Association staff or management involved in a grievance will be provided to the Human Resources Department for inclusion in his/her personnel file.

SECTION VII. Master Association Administrative Violations.

1. Violations not related to conduct by a Common Area User against another Common Area User or member of the Master Association staff or management (including, for example, speeding, parking violations, and ARB violations) will be addressed as administrative functions by the General Manager.
2. The Common Area User shall receive written notice of the alleged violation, describing the violation, the provisions of the Governing Documents or Rules violated, and a date upon which such person will be expected to correct the violation (if applicable), by hand delivery, email, or regular mail with proof of delivery.
3. If the violation (i) is not cured, (ii) is not capable of being cured (e.g., speeding or parking violations) or (iii) if the violation is a repeat or continuing violation, the General Manager may:
  - (a) Dismiss the violation;
  - (b) Impose a public reprimand or fine in accordance with the schedule of penalties adopted by the Board; or
  - (c) Refer the violation to the Grievance Investigation Committee for proceedings in accordance with Section III, above.
4. If the General Manager levies a fine or suspension, the Common Area User shall receive written notice specifying the date the fine will become due or reprimand delivered which shall in no event be less than fourteen (14) days from the date of the notice. The notice shall also advise the Common Area User of his or her right to appeal by submitting written notice of such appeal to the General Manager who shall notify the Grievance Appeal Committee Chairperson of the appeal.
5. If the Common Area User submits notice of appeal within fourteen (14) days from the date of the notice, the implementation of a public reprimand or fine shall be stayed until such time as the appeal is concluded following a proceeding before the Grievance Appeal Committee. Again, the proceedings of Grievance Appeal Committee are not open to the public. The Respondent and the General Manager and, if requested by the Grievance Appeal Committee Chair, a representative of the ARB or Ibis Public Safety, shall be given an opportunity to present testimony and other information. Each attendee at the hearing shall be interviewed individually by the Committee (with no others present) and only the Committee members shall be present during the oral statement of any person. The proceedings of the Grievance Appeal Committee shall not be video- or audio-recorded, however, minutes shall be taken of every meeting of the Grievance Appeal Committee.
6. Upon conclusion of the Hearing, the Grievance Appeal Committee shall render a determination either to accept or reject the General Manager's determination and sanctions imposed. Upon acceptance, the General Manager's decision shall become final. Upon rejection, the violation shall be dismissed. .
7. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties. Collection of the fine, to the extent permitted by law, shall be treated as an Individual Assessment and a lien against the Owner's Lot or Unit, or if the subject of the fine is not an Owner, then



the Lot of the Owner who has permitted or allowed the subject of the fine to be in the Community as his or her tenant, guest, or invitee.

**Ibis**  
**Leadership Development Committee**  
**POLICY & PROCEDURES**

(Adopted by the Board on July 20, 2021)

**A. OBJECTIVE**

- a) The objective of the Leadership Development Committee (LDC) is to oversee and execute processes that will provide the Ibis Master Association (Association) owners with a ballot of highly qualified candidates for the annual Board of Directors' election. To this end, the LDC seeks individuals of exemplary character and integrity. The Ibis Master Association, including The Club at Ibis, is a complex \$40million plus/year business with several hundred employees. Applicants should have applicable experience and/or ability to oversee the governance and management of this business.

**B. The Leadership Development Committee**

- a) The committee will be composed of no fewer than five (5) and no more than nine (9) members. The number of members will be dependent on the number of applications for membership on the LDC and the selection process described below. If possible, there will be an odd number of members.
- b) The committee will be made up of Property Owners, their spouses, Club Members, and Club Membership Seconds (hereinafter collectively "Owners") in good standing who submit the required application in accordance with the annual call for committee members and are selected by the then-current LDC members utilizing the process set forth below.
- c) While no Association Directors/Board Members or Officers will serve as a member of the committee, there will be a Board Member, appointed by the Board, who will serve as a non-voting liaison to the LDC. The primary purpose of this liaison will be to keep the LDC informed as to succession planning needs of the Board and to provide resources, as warranted. Any Board Member serving as a liaison to the LDC must not be up for re-election to the Board in that year.
- d) Owners will be encouraged to communicate their thoughts and ideas to the LDC, either individually or in a group setting. However, all meetings, interviews, and deliberations of the LDC will be confidential.
- e) Membership on the LDC.
  - i) Members on the LDC will serve for one term limited to a maximum of three years except as set forth in e) vi) below.
  - ii) All members must sign the standard committee Confidentiality Agreement.
  - iii) The LDC calendar year is defined as beginning on or about May 1 and ending on April 30 of the following calendar year.
  - iv) Membership will be staggered, with approximately one-third of the members rotating off the committee every year, replaced by a like number of volunteers who are Owners. This approach will be used to balance continuity, objectivity, and a steady flow of new viewpoints on the LDC.
  - v) Annually, the LDC will publish a call for applications for membership on the LDC. Included in the call for applicants will be a detailed description of the evaluation criteria to be used in selecting members for the LDC.
  - vi) In the event that there are not enough qualified applicants to the LDC to meet the minimum of five (5) members, prior or current members may be considered.

- vii) An applicant for the LDC who has his/her community dwelling on the market will not be eligible for selection to the LDC (with the exception for an applicant actively seeking to purchase another Ibis residence. All members of the LDC must be Owners as of November 1<sup>st</sup> of any given year).
- viii) The members of the LDC, including those who are rotating off of the committee, will utilize the process described in C. c) to select new members to the LDC. In general, the selection criteria for being a member of the LDC will be a combination of relevant experience, demonstrated commitment to Ibis, and demonstrated interpersonal and teamwork skills, as well as a commitment to utilize the nomination process described in C. c).
- ix) Once the incoming members of the LDC are selected, the names of all LDC members will be submitted to the Board for its approval. Upon the Board's approval, the committee will be seated for the upcoming year.
- x) Each year, upon the seating of the LDC, the members will select a Chair. At the Chair's discretion, the members may also select a Vice Chair. The primary duties of the Chair will be to run the meetings, act as the primary contact for the Board Liaison, and overall communications with the Board.
- xi) An active member of the LDC will waive their right to run for a Board seat in the next election. Should a member of the LDC decide to run for a Board seat, he/she must either wait until his/her term has expired or resign from the LDC at least one full year prior to the next Board election.
- xii) Members who have previously served on the Ibis Board of Directors are eligible to serve on the LDC. This eligibility will take effect no earlier than one year after the member has ceased serving on the Ibis Board of Directors.
- xiii) If, at any time, a member of the LDC ceases to be such member for any reason:
  - 1) If the event results in the LDC having fewer than the minimum number of members, the LDC will appoint an individual who, upon the Board's approval, will serve as an interim member to serve out the term of the previous member.
  - 2) If the event results in the LDC having the minimum number of members or greater, the LDC will determine whether there is a need to replace the member. If the LDC decides that there is such a need, the LDC will appoint an individual who, upon the Board's approval, will serve as an interim member to serve out the term of the previous member.
  - 3) In deciding whom to appoint pursuant to either 1) or 2) above, the LDC will employ the same process of vetting as described in B) e) viii) above.

### C. The Leadership Development and Election Process

- a) Throughout the year, the LDC will maintain close contact with the various Club committee chairs, the Homeowner Association (HOA) Presidents, the Club General Manager, and other members of the leadership team to identify high-potential individuals with a great likelihood of success as a Board Member and encourage those identified to become involved in Ibis governance and/or apply to be a candidate for the Board. Additionally, in fulfilling its obligation to "develop" potential leaders, the LDC will seek to identify opportunities for Owners to receive training and/or exposure to the matters of concern to the Board and community.
- b) No later than 90 days prior to Board elections, the LDC will:
  - i) Publish a call for applications to owners in good standing who wish to be considered for review by the LDC to have their names as candidates placed on the proxy sent to Owners, as well as on the ballot, for the next Board election. Property owners, their spouses, Club Members, and Club Membership Seconds are eligible to be considered as candidates. Included in this call will be a standard format for an application, which outlines name, address, time in Ibis, relevant experience, membership history on the Ibis Committees, and reasons for seeking a seat on the Board as well as

a pledge to be signed by the applicant to abide by the terms of j) below (campaigning restriction). This application will be required in order to enter the formal Leadership Development Review process. In addition, the call for applications will include a detailed description of the criteria utilized to evaluate candidates for the Board, as well as the process used by the LDC to review candidates. All applicants who successfully complete the requirements above will be interviewed. All candidates must follow the established election process of the Leadership Development Committee. Candidate nominations will not be taken from the floor at an Annual Meeting. Candidate nominations received after the LDC deadline will be disregarded and ignored.

- ii) Continue to work with the Board to conduct workshops designed to help potential applicants gain greater insight into the responsibilities, expectations, and requirements of a Board Member.
- c) The LDC will conduct interviews of all applicants utilizing an interview approach such as “Targeted Review Process,” reasonably calculated to evaluate each potential Board candidate relative to characteristics considered for a member of the Board. Such interviews shall be completed no later than 70 days prior to the Board elections.
  - i) These characteristics include, among others:
    - (1) Character and Integrity
    - (2) Relevant Experience
    - (3) Commitment and Motivation
    - (4) Decision Making
    - (5) Vision and Creative Thinking
    - (6) Communication Skills
    - (7) Team Player
  - ii) While the LDC will strive to have all LDC Committee Members present for the interviews, the LDC may have a smaller group present or otherwise participating. At no time will the interviews be conducted with less than two-thirds of the LDC participating (which may be virtual).
  - iii) During the interview, each LDC member will evaluate each applicant for relative strengths/weaknesses for each of the above criteria.
  - iv) Consideration will be given to relevant experience based on, among other things, the description provided in the LDC Objective, committee or board experience at Ibis or another country club, familiarity with the Ibis community, its demographics, culture and interests, and the succession planning needs of the Board and needs for specific areas of expertise.
  - v) After the interview is complete, each LDC member will independently summarize his/her evaluation of the applicant. Prior to members’ finalizing their overall evaluation, there will be a discussion among the LDC members to ascertain their collective evaluation of the applicant.
  - vi) All individual member evaluations will then be finalized and summarized into an overall total LDC evaluation of each applicant.
  - vii) There will be a "threshold" evaluation. All applicants who are considered qualified to be Board Members based on their overall evaluation will be identified as such for the Board member election with an asterisk denoting such endorsement on the ballot and any general announcement regarding the candidates.
  - viii) The LDC will work diligently to produce a list of nominees that contains at least as many candidates as open seats. There is no limitation on the number of candidates whom the LDC can identify as qualified on its list of nominees.
  - ix) No later than 65 days prior to the Board elections, the LDC will submit to the Board the list of its identified nominees.

- d) No later than 50 days prior to the Board election, the LDC will notify all applicants as to whether they were identified by the LDC as qualified candidates as part of the list of nominees. Those who are not on the LDC list of identified nominees will be encouraged to meet with the LDC to discuss the specific reasons they were not identified as qualified and, if warranted, encouraged to stay involved in Ibis governance and potentially reapply at a later date.
- e) All Owners, their spouses, Club Members, and Club Membership Seconds may choose to run for election to the Board. Those candidates identified as “qualified” by the Leadership Development Committee will be identified as such on the official election ballot with an asterisk. Those who submitted and completed the application and candidate qualification processes shall also appear on the election ballot and/or proxy, if desired, but will not have their names designated with the endorsement asterisk.
- f) The deadline for submission of candidate nominations will be published and candidate nominations received after this deadline shall be disregarded and ignored.
- g) If a candidate is delinquent in their payment of any monetary obligation to the Master Association at the time of the passage of the deadline for candidate nominations, his or her name shall not appear on the election ballot and/or proxy.
- h) No later than 30 days prior to the Board election, the LDC will publish and distribute, at a minimum, to all owners eligible to vote, all proxy information, other materials, and forms necessary to vote. Also included will be a candidates’ information packet. This packet will include the standard application described above, along with resumes for each candidate. Individuals who have been identified as qualified through the formal interview process will be noted as such. A ballot will be available at the Annual Meeting for those who have not yet voted or for those who wish to override a previous proxy.
- i) In the remaining period leading up to the election, the LDC will organize, publicize, and conduct a "Meet the Candidates" event(s).
- j) Consistent with the collegial spirit of the Club as a private country club for the recreation, pleasure and benefit of its members, there will be no campaigning permitted by candidates whose names will appear on the ballot. For purposes hereof, examples of “campaigning” shall include direct or indirect mass communication by way of advertising, posters, demonstrations, rallies, marches, mailings (written or electronic), receptions, press conferences or interviews.
- k) The LDC, in compliance with The Ibis By-Laws, will oversee and administer the election process and, in conjunction with The Ibis Accounting Department, certify the results at the Annual Meeting of the Members.
- l) Soon after the election, the LDC will review its Policies & Procedures, and, if a majority of the members of the LDC agree that modifications are warranted, these modifications will be submitted to the Board for its approval.



**Design Review  
and  
Construction Procedures  
Manual**

**THE CLUB AT IBIS**  
**DESIGN REVIEW AND CONSTRUCTION PROCEDURES MANUAL**

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## APPLICABILITY

The provisions of this Manual are intended to and shall apply to all single-family platted lots within the club at Ibis. It is recognized that many single family platted lots may be irregular in shape and size either because of the lot being on a cul-de-sac or otherwise. Each architectural design will be considered on an individual basis with specific emphasis on impact and harmony with surrounding homes and styles.

## DEFINITIONS

1. Declaration shall mean the Second Amended and Restated Declaration of Covenants, Restrictions, and Easements for The Club at Ibis Property Owners' Association, Inc
2. The Club at Ibis shall mean the Club at Ibis Property Owners' Association, Inc.
3. HOA shall mean the Home Owners Association where the lot is located.
4. ARB shall mean the Architectural Review Board of the Club at Ibis

## PART 1 - NEW HOME CONSTRUCTION

### A. PLAN SUBMISSION PROCEDURES:

The following is a detailed list of the stages of the plan approval process applicable to all lots within the Club at Ibis

#### 1. Homeowner Association Approval

The Owner/Builder meets with the Homeowner Association of the community where the home is to be constructed, to discuss any specific requirements listed in their HOA/COA documents. The HOA must approve the plans prior to submittal to the Architectural Review Board (ARB).

#### 2. Submit Plans to The Club at Ibis:

Owner/Builder must submit three (3) sets of plans, the Owner/Builder Acknowledgement Form, and the Architectural Review Application, with HOA/COA approval. All plans must be submitted to the Property Management Department by 5:00 pm on the Friday before a scheduled ARB meeting.

1. The plans must include the site plan, floor plan, front side and rear elevations, any chimneys, skylights, balconies, or other elements protruding from elevations. The construction drawings must be complete and thorough to include fencing, pool, screen enclosure, and exterior materials.
2. Once approved by the Architectural Review Board, the plans will be stamped approved and two (2) sets will be returned to the Owner/Builder.
3. Owner/Builder Deposits and Fees:
  - i. Fees and deposits are required in connection with new construction. Fees are non-refundable; deposits are refundable subject to full compliance.
    - a. Fee to review plans and make inspections: \$500.00



- b. Per lot security/compliance deposit: \$3000.00
- ii. Such deposit shall be used as assurance that Owners/Builders will keep their lot and any adjacent lots and the construction site and ways adjoining in a neat, clean and reasonable fashion before, during and after construction and, as assurance that the Owner/Builder will not cause any damage to the property of the Club at Ibis, including, but not limited to, rights of way, pavement, other driving surfaces, shrubs, trees, drainage structures, and grading and, as assurance that the construction and landscaping approval by the ARB has in fact been completely installed as approved. The security/compliance deposits are to be placed in a separate escrow account.

**3. Owner/Builder Acknowledgement, Agreement and Responsibilities:**

- a. The Owner/Builder must submit "Owner/Builder Acknowledgement - Construction Drawing Submission Requirements" form. Exterior colors and materials of building, roof and driveway to be written on plans. Submit color name of roof tile (if applicable) and color chips of all exterior paint or stain. Any deviation from the approved colors during construction must receive re-approval. The Architectural Review Board ("ARB") has tile right to disapprove colors which it feels are inappropriate to the neighborhood.
- b. Construction activity must be completed in a prompt and expeditious manner (1 year from the issuance of the Building Permit) in accordance with the Rules and Regulations of the POA. Any interruption in construction of a period of thirty (30) consecutive calendar days shall be treated as a nuisance and a violation of the Rules and Regulations of the Club at Ibis for which enforcement rights may be available
- c. Builders shall contain construction debris in a trash container, dumpster or other device to minimize the spread of debris at the site. At the option of the Club at Ibis, the builder may be required to install retaining type fencing along the sides of the lot to prevent debris from spreading to adjacent lots. All construction debris must be disposed of daily to prevent unsightly accumulations.
- d. Builder is required to repair any damage done to adjacent property, including swales. Any damaged sidewalks in front of and adjacent to house under construction will be replaced by builder. No signs are permitted on the construction site, unless approved by the ARB.

**B. SUMMARY OF CONSTRUCTION STANDARDS AND RESTRICTIONS:**

The Owner is ultimately responsible for insuring all construction is in accordance with plans approved by the ARB and consistent with all requirements of the neighborhood homeowner association documents applicable for the specific community involved. Any exterior changes to the approved plans during construction must be resubmitted to the ARB for revised approval prior to building such changes. The following standards and restrictions are for the entire Ibis Community. If a Homeowners Association within Ibis has more stringent standards, restrictions or requirements; then those would apply.

## **DISCLAIMER**

NEITHER THE CLUB AT IBIS, THE ARB NOR THEIR MEMBERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES SHALL BE RESPONSIBLE FOR ANY OMISSIONS OR ERRORS THAT MAY OCCUR IN CONNECTION WITH THE REVIEW, APPROVAL OR CONSTRUCTION OF ANY HOME OR OTHER IMPROVEMENT WITHIN THE CLUB AT IBIS. THE ARB AND THE CLUB AT IBIS SHALL NOT BE RESPONSIBLE FOR ANY POSSIBLE ERRORS OR OMISSIONS EITHER WITH RESPECT TO A HOME THAT IS BEING OR HAS BEEN APPROVED OR FOR ANY OTHER ACTIVITY PROVIDING ANY SUCH REVIEW, APPROVAL OR ACTIVITY HAS BEEN CARRIED OUT IN GOOD FAITH AND IS NOT THE RESULT OF ANY WILLFULLY WRONGFUL ACT OR GROSS NEGLIGENCE.

### **1. Architect:**

Plans must be prepared, signed, and sealed by a Registered Florida Architect or a Registered Florida Residential Designer. Submit three (3) sets of plans. See the attached checklist for the minimum required information to be shown or noted on the drawings. All drawings must be to scale.

**2. Builder:** Builder must be licensed as a general contractor in Palm Beach County, Florida and with the City of West Palm Beach, Florida.

### **3. Elevation:**

- a. No Basements are permitted
- b. Minimum and maximum finished floor elevations must be in accordance with the approved/engineered drainage design for the Club at Ibis and comply with all City codes and requirements.
- c. Property elevation shall not be substantially altered, block swales or other drainage patterns designed for the Ibis development. Final grading must drain to the roadway valley gutter which drains to the catch basins.
- d. Fill cannot be used to extend property into waterways.
- e. Maximum two-story structures
- f. No skylights, vent lines, pipes, attic fans, or electric meters are to protrude from front or street side elevations.
- g. All air conditioning units, pool equipment, generators, and irrigation pumps are to be screened from view with landscaping, a minimum 36-inch-high hedge planted 24 inches on center.
- h. Single family home site architectural styles shall be compatible but not identical with adjacent houses next door and those on the opposite side of the street.

#### **4. Setbacks:**

All setbacks shall conform with the Ibis Golf and Country Club Residential Property Development Regulations and Design Criteria Ordinance 3364-00 adopted by the City, and as amended from time to time. If the HOA has stricter setback requirements within their documents, then those setbacks would apply.

#### **5. Roofs and Roofing Material:**

Approved roofing materials are concrete flat tile, slate tile, barrel tile, stone coated metal, or steel tiles. All tiles must be factory painted at the time of installation. No asphalt roofing material except for flat roofing.

- a. All vents protruding from the roof must be painted to match the roof color
- b. All flat roof elevations must have mansard surrounding all exposed flat surfaces.

#### **6. Garages and Driveways:**

- a. All detached single-family homes must have a minimum of a two-car garage. Automatic Garage door openers are required. Carports are not permitted.
- b. Side entry garages must allow adequate space for motor vehicle access and backing
- c. Pedestrian access doors to the garage may not be on the front elevation of the house.
- d. Approved driveway materials are: Paver brick, stamped concrete, travertine, or textured/patterned concrete. Driveways and walkways of asphalt or loose gravel are not permitted.
- e. No curbside parking areas may be created.

#### **7. Lightning Rods:**

Lightning protection and grounding systems are recommended and shall be installed as set forth by the National Fire Protection Association (NFPA).

#### **8. Exterior Design and Finish:**

- a. All homes must have continuity on all elevations
- b. All homes shall be of concrete block construction and appropriately finished with material and colors approved by the ARB. Plywood and T-111 will not be permitted.
- c. Windows shall have accents consistent with the architectural style of the home. Accents include shutters, sill and header details, keystones, etc.
- d. All exterior window and door frames shall be coordinated to the color of the house. No mill finish aluminum will be permitted. Gutters and downspouts shall be installed, and they must match or be compatible with the color of surface they are mounted to (i.e., trim or house walls).

#### **9. Fencing and Screen Enclosures:**

- a. Plans shall show proposed fencing and screen enclosures, including color.

- b. No fencing is permitted in the front yard area, and the maximum height is six (6) feet. No chain link fencing shall be permitted on residential lots.
- c. Fences shall be placed two (2) feet inside the property line, with landscape material 36 inches high 24 inches on center, placed outside the fence, except where a fence is constructed parallel to an existing fence that is landscaped. The ARB may consider on a case by case situation and when requested by the owner/builder to place the fence on the property line with landscape material planted inside the fence. The ARB may also grant relief from the landscape requirement on some home sites in The Preserve and The Woodlands, where the rear portion of the fence is adjacent to the Wetland Preserve areas.
- d. Screen enclosures shall be Mansard style. Screen enclosures are to be landscaped with a minimum 24-inch hedge, planted 18 inches on center, maintained at 36 inches.

**10. Irrigation Systems:**

- a. Underground irrigation systems are required on all home sites.
- b. Irrigation wells are allowed and must be approved by the ARB. All wells will be required to have iron inhibitors installed.
- c. All irrigation systems must be controlled by a timing device and a rain sensor.
- d. All above ground equipment is to be screened with landscaping 36 inches high and 24 inches on center.

**11. Lighting:**

All proposed exterior lighting shall be detailed on the plans. No exterior lighting shall be permitted which would create a nuisance to adjoining property owners or the golf course or be incompatible with the surrounding neighborhood.

**12. Landscaping: See Part III of this manual**

**PART II**

**ADDITIONS MODIFICATIONS AND CHANGES TO EXISTING HOMES**

**A. SUBMISSION PROCEDURES:**

Subject to other applicable Sections below, no building, fence, wall, or other improvement (including, but not limited to landscaping or other improvements or changes thereto of any kind) shall be commenced, altered, removed, painted, erected or maintained on the Property (including paint or exterior finishing) visible from the exterior of any unit be made until such request has been submitted to, and approved in writing by the Architectural Review Board.

**1. HOA Approval:**

All project requests must be reviewed and approved by the respective Homeowner Association, for compliance with their Documents. The designated representative for that HOA must sign

and date the ARB application. The POA will not accept applications, that are not approved and signed by the HOA.

## **2. Submit Application and Plans:**

Owner must submit application and include any materials being used, paint colors, locations, fabric samples, plants lists, picture, brochures etc. that describe the project in detail, and include a survey and/or plot plan of the property. Applications must be submitted to the POA by 5:00 PM on the Friday prior to the next scheduled ARB meeting.

## **3. Construction Security/Compliance Deposits:**

Refundable construction compliance deposits are required to accompany the application and plans. These deposits are as follows:

- Demolition - \$3000
- Dwelling additions, Pools, Roof Replacement - \$1500
- Screen enclosures, generators, fences, pool deck replacements - \$750
- Hurricane Shutters, window/door replacement, solar panels, or awnings - \$500
- Dumpster/Pod Placement - \$500
- Landscaping, irrigation wells, exterior paint color change or satellite dish - \$250
- All other projects not listed above - \$250

## **B. SUMMARY OF PROJECT STANDARDS AND RESTRICTIONS:**

### **1. Additions to Existing Dwellings:**

- a. Two sets of plans will be required and one in PDF email format.
- b. The plans must include the site plan, floor plan, survey, front side and rear elevations, any chimneys, skylights, balconies, or other elements protruding from elevations. The construction drawings must be complete and thorough to include fencing, pool, screen enclosure, and exterior materials.
- c. Input from the affected adjacent neighbor is recommended.

### **2. Awnings:**

- a. Submit plan or survey showing location and size of the awning
- b. Submit a swatch of the awning fabric and color

### **3. Demolition of Dwelling:**

Applicant will need to provide demolition permit from The City of West Palm Beach with ARB application.

### **4. Doors and Windows:**

- a. Provide locations and number of doors/windows to be replaced
- b. Provide brochure/picture example of windows/door and colors/framing

- c. No reflective tint will be permitted

**5. Dumpsters or Pods:**

ARB approval is not required for placement of dumpsters or pods during interior renovation or storage while moving however a deposit is required prior to placement. The HOA must be notified, and the dumpster must not be allowed to overflow, or have debris on the outside of it.

**6. Fences:**

- a. Submit a survey with the application indicating the location of the fence.
- b. No fencing is permitted in the front yard area, and the maximum height is six (6) feet. No chain link fencing shall be permitted on residential lots.
- c. Indicate the color and style of fencing.
- d. A landscape plan is required, showing location of landscaping and types of plants to be used.
- e. Fences shall be placed two (2) feet inside the property line, with landscape material 36 inches high and 24 inches on center, placed outside the fence, except where a fence is constructed parallel to an existing fence that is landscaped. The ARB may consider on a case by case situation and when requested by the owner/builder to place the fence on the property line with landscape material planted inside the fence. The ARB may also grant relief from the landscape requirement on some home sites in The Preserve and The Woodlands, where the rear portion of the fence is adjacent to the Wetland Preserve areas.

**7. Generators and Water Treatment Systems:**

- a. Survey required, showing location of generator/water system
- b. Landscape plan to provide required screening 36 inches high and 24 inches on center

**8. Hurricane Shutters/Protection:**

- a. Provide locations and number of shutters/coverings to be installed.
- b. Shutter/covering color must be complimentary to the color of either the house or the trim

**9. Irrigation Wells and Pumps:**

- a. A survey required showing the location of the well and pump
- b. Must provide a copy of the permit from the South Florida Water Management District
- c. Iron inhibitor/filter is required
- d. All above ground equipment is to be screened with landscaping 36 inches high and 24 inches on center

## **10. Landscape Modification/Tree removal:**

All landscape modification requests will be reviewed by the POA Director of Maintenance

- a. A landscape plan/drawing is required
- b. A plant list indicating what is existing, what is being removed, and what is being installed, including sod and plant/tree sizes.
- c. Any trees being removed will require a Tree Alteration Permit from the City

## **11. Lighting:**

- a. Submit a picture of the lighting fixture that includes size and color
- b. Indicate locations of all fixtures
- c. All exterior lighting must be confined to the property and be arranged to reflect light or glare away from adjacent residences and the golf course.

## **12. Paint Color Changes:**

- a. Submittal must include the paint color samples, including the manufacturer and the number designation of the paint.
- b. Identify which colors are being used on house, decorative trim, facia, soffits, columns etc.
- c. The HOAs are also required to seek ARB approval for any changes to their existing color palate for their community.

## **13. Playground Equipment, Playhouses, Dog Houses or other Accessory Structures:**

- a. Site plan or survey indicating the location and height and size of the structure
- b. Must be made of an acceptable material that is harmonious to the community
- c. Can only be permitted in the rear yard
- d. Shall be screened from view of the golf course and adjacent property with landscaping

## **14. Roof Replacement:**

- a. All roofing material shall comply with Part I, section B. 5. of this manual
- b. Submittals must include the tile brand, style and color
- c. All roof vents must be painted to match the roof tile color
- d. Gutters are required to be installed/replaced

## **15. Swimming Pool/Pool Deck:**

- a. Above ground pools will not be permitted, and pools will not be permitted in the front yard area
- b. Submittal must include survey with location of pool, pool equipment and safety barriers
- c. Provide proposed pool deck and any visible pool tile, type and colors

- d. Landscape screening is required for all pool mechanical equipment 36 inches high, 24 inches on center.

**16. Satellite Dish, Antenna:**

All satellite dish or antenna installations must comply with the requirements set forth in Article VII, Section 14 of the Second Amended and Restated Declaration of Covenants, Restrictions, and Easements for The Club at Ibis Property Owners' Association, Inc, and receive ARB approval.

**17. Screen Enclosures:**

- a. Submittal should include plans and a survey showing the location of the screen enclosure.
- b. Indicate the color of the enclosure frame and screening
- c. Screen enclosures shall be Mansard style with a continuous horizontal trim band at the break of the vertical wall and Mansard of nine (9) inches by two (2) inches deep.
- d. Screen enclosures are to be landscaped with a minimum 24-inch hedge around the perimeter, planted 18 inches on center, maintained at 36 inches. Accent landscape material on each corner, a minimum 48 inches.

**18. Sculptures, Statues, Fountains, Decorative Objects and Hardscapes:**

- a. Submit site plan/survey showing location of object(s)
- b. Provide a photo or rendering of the object(s) with size specifications

**19. Solar Panels:**

- a. Shall be permitted in accordance with Article VII, Section 15 of the Second Amended and Restated Declaration of Covenants, Restrictions, and Easements for The Club at Ibis Property Owners' Association, Inc
- b. Any exposed piping must be painted to match the surface it is secured to

**20. Other General Requirements:**

- a. All ARB approvals are generally valid for one year from the date of approval, unless otherwise specified by the ARB.
- b. All work shall comply with the minimum requirements of all Regulatory Agencies.

**PART III**

**LANDSCAPE REQUIREMENTS**

**SUMMARY OF LANDSCAPE STANDARDS AND RESTRICTIONS:**

The OWNER is responsible for ensuring that all landscaping is installed in accordance with the approved Landscape Plan.



## **1. Approval Procedures (New Installations):**

- a. Landscape plans shall be prepared and sealed by a Landscape Architect registered in the State of Florida.
- b. Two (2) sets of landscape plans must be submitted. Once plans are approved, one will be returned to the Owner/contractor one (1) set will be attached to the design set kept on file with the Club at Ibis. The landscaping plan and specifications must show the lot property lines, easements, sidewalks, street pavement edge, and all existing and proposed vegetation, a plant list showing quantity, scientific and common name, and the size/description and cost of the materials to be used.
- c. Landscape plans may be submitted with the building plans for new construction.
- d. Prior to refund of any deposits, installed landscaping must be inspected and approved. Landscape site inspections must be arranged through the Property Management Department.

## **2. General Requirements:**

Landscape Plans must show:

- a. Landscape of entire lot drawn to scale (label scale on drawing)
- b. Label existing vegetation that will remain – size and name. This material will need to be properly protected during clearing and construction.
- c. Transplant information. if applicable, explain in detail what material will be transplanted and indicate new location.
- d. 100% automatic irrigation of all planted areas from roadway throughout entire platted lot.
- e. The plant list shall include common name, botanical name, quantity totals, height, caliper, and indicate container size.
- f. Sod is required regardless of the existence of a sidewalk, and all lawns planted adjacent to any street must extend to the pavement line of said street.
- g. Required trees 12' ht. x 8' spr., 3-1/2" caliper minimum, full heavy canopies.
- h. Three (3) palm trees (16' ht. 12" Cal. minimum) in clusters equal one (1) shade tree.
- i. Foundation shrubs shall have minimum height of 24" at time of planting (ground cover excluded).

These are general requirements for all homes within Ibis. If the individual Homeowner Associations have more stringent requirements, then those would apply.

## **3. Specific Requirements:**

- a. No shrubs or ground covers exceeding 30" in height or trees with less than 6' of clear trunk shall be planted on street corners or corner lots within the safe site distance triangle.
- b. Landscape material must not block drainage in the swales or between homes.
- c. Lots abutting lakes/waterways must be sodded to water line.
- d. Where a lot borders the golf course and sod varieties differ, a minimum 2' wide divide strip of shrubs and/or ground cover plantings must be used.

- e. A minimum dollar amount of \$10,000.00, per lot, excluding sod and irrigation systems, must be allocated for landscaping. This amount represents a MINIMUM. The ARB reserves the right to require additional landscaping and plant material if it deems appropriate, and when the HOA's documents require a higher amount.
- f. Foundation plants 24 inches in height, planted 18 inches on center, must completely surround the house, except on the zero-lot line side.
- g. A minimum of 2 shade trees (12 foot minimum height with a minimum 8 foot spread) are required for the front yard and a minimum of 2 shade trees (12 foot minimum height, 8 foot minimum spread) are required for the rear yard.
- h. The use of mulch or other approved soil covering material is required in all planting beds to reduce weed growth and enhance the visual appearance of the planting beds.
- i. No more than 35% of front yards shall be covered by material other than sod or approved vegetation

All landscaping shall be completed in accordance with the approved landscaping plan. If an owner wishes to install additional landscaping thereafter, any substantial additional landscaping must be approved in writing by the ARB prior to installation.

General Rules & Policies Exhibit F  
Fines and Penalties

**Public Safety – Speeding Violation (Over Stated or Posted Speed Limits)**

Offense	Fine	Penalty
<b>1<sup>st</sup> Offense</b>		
Up to 10 MPH over speed limit	\$0	Warning only
11-20 MPH over the speed limit	\$50	
21+ MPH over the speed limit	\$100	21 day barcode/vender Suspension
<b>2<sup>nd</sup> Offense</b>		
Up to 10 MPH over speed limit	\$50	3 day barcode/vendor suspension
11-20 MPH over the speed limit	\$100	30 Day Barcode/vendor suspension
21+ MPH over the speed limit	\$100	60 day barcode/vender Suspension
<b>3<sup>rd</sup> Offense</b>		
Up to 10 MPH over speed limit	\$100	30 day barcode/vendor suspension
11-20 MPH over the speed limit	\$100	60 day barcode/vender Suspension
21+ MPH over the speed limit	\$100	90 day barcode/vendor suspension
<b>4<sup>th</sup> Offense</b>		
Up to 10 MPH over speed limit	\$100	90 day barcode/vendor suspension
11-20 MPH over the speed limit	\$100	180 day barcode/vender Suspension
21+ MPH over the speed limit	\$100	360 day barcode/vendor suspension

**Public Safety - Other Traffic Violations (including golf carts)**

Offense	Fine	Penalty
<b>Stop Sign</b>		
1 <sup>st</sup> offense	\$0	Warning only
2 <sup>nd</sup> offense	\$50	3 day barcode/vender suspension
3 <sup>rd</sup> offense	\$100	60 day barcode/vender Suspension
4 <sup>th</sup> offense	\$100	90 day barcode/vendor suspension
5 <sup>TH</sup> offense or more	\$100	120 Day Barcode/vendor suspension
<b>Reckless Driving</b>		
1 <sup>st</sup> offense	\$100	30 day barcode/vender suspension
2 <sup>nd</sup> offense	\$100	60 day barcode/vender Suspension
3 <sup>rd</sup> offense	\$100	120 day barcode/vendor suspension
4 <sup>th</sup> offense	\$100	180 Day Barcode/vendor suspension
5 <sup>TH</sup> offense or more	\$100	360 day barcode/vender Suspension

\*Reckless Driving as defined by Florida Statutes Section 316.192”(1)(a) Any person who drives any vehicle in willfully or wanton disregard for the safety of persons or property is guilty of reckless driving



**Rules regarding the Conduct of Meetings of the Board of Directors of the Club at Ibis**

1. Notices of all Board meetings shall be posted online and in a conspicuous place in the Clubhouse at least 48 hours in advance of any meeting, except in an emergency. Such notice shall include the time and location for the meeting.
2. Meetings of the Board shall be open to all members, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege or meetings of the Board held for the purpose of discussing personnel matters.
3. The President of the Board or his/her designee will set the agenda for Board meetings and chair such meetings; *provided, however*, the agenda for a Board meeting need not be published in advance.
4. Members have the right to speak at Board meetings as follows: (a) members shall be recognized by the Chair in the order they present themselves to speak; (b) upon recognition, each member shall identify him/herself by name and membership category (or, if not a member of the Club, shall so indicate); (c) members may speak for up to three consecutive minutes; (d) once a member has spoken, that member shall not be recognized to speak further until all other members wishing to speak at the meeting have been given that opportunity; and (e) members may submit a written statement to the Board, provided the Board shall not be required to postpone consideration of a matter to await receipt of such a written statement.
5. Minutes of the meetings of the Board shall be submitted by the Secretary and approved by the Directors at their next regular meeting. The vote on each matter voted upon at a Board meeting shall be recorded as either “approved by unanimous vote,” “approved by majority vote” or “disapproved” in the minutes. Minutes shall not be deemed “final” until approved by the Board.

Effective November 1, 2021