



Boca Gardens HOA



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RULES & REGULATIONS

Introduction

The Rules & Regulations hereinafter enumerated, cover the dwelling units, common areas and recreation and community facilities, and are deemed in effect until amended by the Board of Directors of the Homeowners Association. They shall apply to, and be binding upon, all dwelling unit owners, their guests and lessees. The dwelling unit owners shall at all times obey said Rules & Regulations, and shall be responsible for informing their families, guests and lessees, of said Rules and Regulations. Unit owners are deemed in control of their families, guests and lessees, and, ultimately, are responsible for any infraction committed by them.

Violation of these Rules & Regulations may subject the violator to any and all remedies available to the Association as provided by the provision of the Declaration, Articles of Incorporation, and By-Laws, as well as under Florida law.

Violations may be remedied for the Association by fines and/or injunction, or other legal means, and the Association shall be entitled to recover in said actions any and all court costs incurred by it together with reasonable attorney fees against any person or violator, and, ultimately, from unit owners responsible for their guests, agents, and/or lessees if not otherwise collected.

The Board of Directors may from time to time adopt new or amend previously adopted Rules & Regulations governing the details of the use, maintenance, management and control of the common areas, recreational and community facilities or services made available to the unit owners and tenants.

The initial Rules & Regulations are as follows:

1. QUIET ENJOYMENT

- a) Every owner shall have the right and easement of enjoyment in and to the common areas, all in common with other owners and tenants.
- b) No owner or lessee shall make or permit any disturbances that will interfere with the rights, comforts or convenience of others.
- c) Unit owners are responsible for the actions of their tenants and their guests.
- d) Any person intoxicated, or appearing to be intoxicated, shall be barred access and use of the recreational facilities.
- e) Engaging in recreational sports or any other activity outside the designated areas that may interfere with the Quiet Enjoyment of other residents, or cause physical injury or property damage within the community is prohibited.
- f) Soliciting of the residents in Boca Gardens without approval of the Association Board of Directors is prohibited.

2. DRIVING & PARKING

- a) The ownership of a Lot shall entitle the Owner or Owners thereof to the exclusive use of not more than two (2) automobile parking spaces located in the Common Areas, which parking spaces shall be assigned by the Association as herein described.

In compliance with the Palm Beach County Building Code, all

Owners will have a minimum of two (2) parking spaces, inclusive of their garage and driveway. Parking spaces shall be assigned as follows:

- (1) Owners of a Residence without a garage will be assigned two (2) parking spaces.
- (2) Owners of a residence with a two-car garage will be assigned only the two (2) spaces on the driveway in front of their two-car garage.

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- (3) Owners of a Townhouse Residence with a one-car garage will be assigned only the space on the driveway in front of their garage.
- (4) Owners of Residences with one-car garage on Circle N. and Parkway North, and Parkway South will be assigned the driveway and one additional space.

The assignment shall not be recorded in the Public Records of the County in which this Declaration is recorded. The foregoing shall not apply to Lots A,B,C and D of Blocks 1-26 and 46- 89 of the Plat of Boca Gardens, according to the plat thereof, recorded in Plat Book 50, Page 25, Public records of Palm Beach County Florida, which Lots shall retain those parking spaces originally assigned to them at closing.

- (b) All "Guest Parking Spaces" may be used by any Member or Guest on a non-assigned basis, on a transient basis, unless otherwise regulated by the Association.
- (c) No golf carts, off road vehicles, boats, trailers, trucks or commercial vans will be permitted within the community except for moving vans and service vehicles which may be required to be used in the performance of their respective services within the community, for a brief period of time. Under no circumstances will any of the above excepted vehicles be permitted to park anywhere on the common grounds overnight.

In addition to the vehicles listed:

The following vehicles are prohibited from overnight parking: commercial vehicles, boat trailers, or other non- passenger private vehicles, except with the prior approval of the Association, to accommodate short term special circumstances. Pick -up trucks, trucks including Blazers, Broncos, Jeeps, SUV's and other vans or Vehicles owned for personal use may be parked overnight in designated, assigned spaces, unless they contain any form of advertising or other commercial type markings.

- d) Homeowners wishing to park a family van, motor home, trailer or sports pickup on the common grounds must obtain the prior approval of the Board of Directors. No permanent signage or lettering of any kind will be permitted on these vehicles and magnetic signs must be removed before entering the community.

- e) No vehicles are permitted to drive or park on grassy areas or sidewalks at any time. This includes, but is not limited to, service and delivery trucks.
- f) No vehicles shall be operated or parked anywhere on the common grounds other than the roads and parking areas specifically marked for such use.
- g) Unlicensed drivers shall not be permitted to operate any type of motor driven vehicle on Association property.
- h) Joyriding, speeding, reckless driving or racing of engines is hereby prohibited.
- i) No resident or visitor may park in the assigned space of another resident of any time. No resident may occupy, nor allow his overnight guests to occupy, more than one guest parking space. Violating vehicles shall be towed at the owner's expense and assessments will be levied against the resident responsible. All vehicles must park in designated spaces. Non-resident vehicles parked for more than five consecutive days will be considered abandoned and towed at the owner's expense, unless prior arrangements are made with the Association.
- j) Violation of any of the above driving and parking rules will result in the vehicle(s) being removed at the owner's expense as well as an assessment against the resident responsible.
- k) All of the rules regarding parking shall also apply to tenants and non-owner occupants and their guests.
- l) If there are no guest parking spaces available, any owner or tenant with more than two (2) vehicles per unit may request written permission from the Board of Directors to park the excess vehicle at the clubhouse.

3. VEHICLE MAINTENANCE

- a) Motor vehicles must be properly registered, licensed, and maintained so as not to create any unnecessary disturbances in the community.
- b) No major repair or maintenance work may be performed on motor vehicles within the community. Any damage caused to the road

surface as a result of oil and/or cooling system leaks shall be repaired at the owner's expense.

4. **PETS**

- a) Owners shall not permit pets to be a disturbing nuisance to other residents. Dogs, cats or other pets that could, in the opinion of the Board of Directors, be deemed dangerous or offensive to persons residing in the community, or disturb the quiet enjoyment of other residents, will not be permitted within the community.
- b) No pets are allowed at any time in the following areas: clubhouse, pools, tennis courts, racquetball courts, tot lot or lakes - (amended 6-2-98)
- c) All pets shall be vaccinated, licensed, and carried or walked on a leash not exceeding ten (10) feet in length at all times when outside the residence. Any feces left by any pet on Association property shall be picked up immediately by the person walking the pet who shall carry the means to clean up said feces effectively. Receptacles are located throughout the community for convenient disposal.
- d) There will be **no** swimming in lakes by humans or animals.

5. **LEASE OF UNIT – PROCEDURE**

- a) No unit owner may transfer possession or otherwise dispose of a unit or part of a unit, or any interest therein by lease without the prior approval of the Association, and as provided herein.
- b) No portion of a unit (other than the entire unit) may be rented. All leases shall be on forms approved by the Association and/or shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Declaration, the Articles of Incorporation, By-Laws of the Association, or applicable rules and Regulations. Leasing of units shall also be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld. A unit owner, intending to execute a bona fide lease of their unit or any interest therein, should request the Association's Lease package from the Management Company, give the Association written notice of such intention, provide the non-refundable rental application fee determined by the Board of

Directors, name and address of the intended lessee, other pertinent information regarding the lessee as required by the Association and an executed copy of the proposed lease. Said lease shall provide that it is subject to approval by the Association. Approval or denial shall be given by the Board of Directors within thirty (30) days from receipt of all information requested by the Board of Directors in connection with the proposed lease. The Board of Directors shall have the right to require that a substantially uniform lease be used. No lease may be less than a six month period during any consecutive twelve (12) month period.

- c) The unit owner will be jointly and severally liable with the tenant to the Association for monies required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. In the event that the Board of Directors approves a rental or lease, such approval of a lease of rental shall not release the unit owner from any obligation under this Declaration. Further, such approved lease may not be modified, amended, extended or assigned, nor may the unit or any portion of the unit be sublet to any other party without the Board of Directors prior written consent.
- d) Upon Board of Directors approval of a lease/rental, the Association will provide the unit owner with a copy of the, then, current rules and regulations governing the members of the Boca Gardens Homeowners Association. The unit owner will provide same to its approved tenant(s). Such tenant(s) will comply with all Rules and Regulations of the Association and be subject to the same fines, potential legal ramifications and/or eviction for violating same.
- e) Upon, the absence of an owner, for any period of time exceeding two (2) months, a unit may be occupied by, only, an immediate family member after providing documentation of the relationship. Other occupants will be considered tenants and must submit an application for lease as prescribed in "Rental Screen Procedures and Rules and Regulations". – (Amended 10-23-01)
- f) Units are to be used as single-family residences, only. No leased unit may be occupied by more than 2 unrelated adults.
- g) The Association may enforce these rules in the manner prescribed by the Declaration of Covenants, Conditions and Restrictions including, but not limited to, an injunction to remove

the occupants or imposition of a fine, or other remedies as provided by Florida law.

6. RESALES OF UNITS – PROCEDURE

- a) The seller (current owner) or his representative shall notify the Homeowners Association when there is a planned transfer in title. Such transfer will be subject to recovery of any fines, fees, assessments, or arrears outstanding at the time of transfer. Units not current in all fees and assessments will be encumbered by lien, preventing transfer.

7. TRASH PICKUP AND LITTER

- a) No trash will be placed on the common areas unless it is in a heavy duty, securely covered garbage container.
- b) No trash container will be placed on the common areas prior to the evening prior to the day of a regularly scheduled garbage pickup. Residents should arrange for a neighbor to put their garbage out if they are going to be away on that day, or they should leave the container inside their residence until the next scheduled pickup day.
- c) Residents are responsible for keeping the lawn and parking areas surrounding their residence free of litter, regardless of the source of litter.

8. PATIO AND RESIDENCE MAINTENANCE

- a) Neither homeowner(s) nor tenant(s) shall cause or permit anything that detracts from the general appearance of the community. Installations of decorations, patio modifications or landscaping are subject to prior approval by the Association. Request for such changes must be requested on forms provided by the Association, and must comply with all state and/or county regulations and permits, if applicable.
- b) Patios shall be maintained in a manner such as to not be offensive to either neighbors or the community.
- c) No clothes, clotheslines, towels or similar articles shall be hung outdoors for any purpose whatsoever, except with the patio of an owner at a level below the height of the patio fence.

- d) Wading pools, barbeque cookers, etc., for the exclusive use of a resident shall be used only within the patio area.
- e) Only approved signs may be displayed on any exterior portion of the unit, patio or windows.
- f) Unit owners may install hurricane shutters, exterior patio lighting, window sun screening and screened patio enclosures provided they have received the prior approval of the Association and comply with current building codes. Unit owners, who install protective material, such as plywood or detachable panels, over windows and sliding doors in advance of a pending hurricane, must remove such protective material within 30 days following the official end of "Hurricane Season". Accordion style shutters must be opened after the official end of hurricane season. (amended 9-26-06)

9. OTHER RULES

- a) Bicycles, toys, grills, umbrellas, lawn chairs, or other personal property shall not be left outside of the homeowner's patio. Items left in the common area will be subject to confiscation by the Association. Additionally, such personal property **MUST** be secured indoors and tied down in advance of secure weather or it will be confiscated for the safety of the community.
- b) Swimming pools, racquetball and tennis courts and clubhouse regulations posted at the respective facilities shall be adhered to by all who use them. (See list of Pool Rules on page 13).
- c) Parents will be held responsible for the proper conduct of their children or the children of their guests. Homeowners will be held liable for damage and repairs to Association property as a result of the activities of their children and the children of their tenants and/or guests.
- d) No unit owner shall in any way deface or change the color of the exterior of his unit.
- e) All owners and lessees of units in the community shall abide by the provisions of the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and the Bylaws of the Boca Gardens Homeowners Association.

- f) No owner or resident shall do any planting or decorating on Association property or affix decorations to the exterior of the building without the recommendation of the Architectural and Landscaping committees and the approval of the Board of Directors.
- g) The Association currently arranges for cable television service. Under no circumstances shall any exterior television antennae, or radio antennae be installed without prior approval.
- h) There will be no swimming or boating in the lakes. The only boats allowed are those used for maintenance of the fountains.
- i) There will be no riding or skateboards, rollerblades or similar devices anywhere on Boca Gardens Homeowners common area, with the single exception of the basketball court. (amended 2-27-01)

10. SATELLITE DISHES AND ANTENNAS

Notification: Notification of planned satellite dish installation to BGHOA must be made ten (10) days prior to installation. To prevent a violation, the Board of Directors suggests that you contact our property manager prior to the installation on an approved notification form. Such installation requires consultation on the site and method of attachment to unit exteriors, all of which are owned and maintained by the Association. Failure to consult and obtain prior approval may result in removal of the dish and an assessment to repair the building.

Color: No dish will be of a color which does not blend in with the surrounding color scheme. Gray or the color of the exterior of the unit is acceptable.

Size: No dish shall be larger than 39 inches.

Placement:

- 1) No dish or antenna may be installed immediately next to a neighbor's property where the installation is clearly viewable by the neighbor when other installation sites are available with, largely the same quality of signal.
- 2) Elevated installations will not be allowed if a lower installation will produce a significantly equal quality of signal.

3) The dish or antenna must be placed where it is not visible from the street.

4) Options for installation include: unit's attic, behind a sliding glass door, inside the patio area. If there is no patio area, the receiver may then be installed at the side of the unit.

Installation of dish or antenna:

1) Must be properly installed, using proper permits, if required, and best engineering practices, so that the Association and neighbors are reasonably protected from the installation becoming detached during a windstorm, while retaining the integrity of the Association owned building.

2) Must comply with applicable building codes and governmental regulations.

3) The "Notification to Boca Gardens Homeowners Association" must be accompanied by plans/schematics showing method of installation, specifically itemizing means of fastening the dish or antenna to the structure.

Inspection: The Association will inspect the installation to assure compliance with these rules. Any non-compliance will be a violation, enforceable as provided in the Declaration.

Required Statement: Direct Broadcast Satellite Dishes which are less than 39" in diameter, TV antennas, and antennas or dishes for receiving programming from multi-channel, multi-point distribution (wireless cable) providers (collectively "Protected Dishes and Antennas") are protected from certain rules and regulations otherwise imposable by the Association, pursuant to the Federal Telecommunications Act of 1996 and FCC Rules made pursuant thereto. These rules only apply if they do not unreasonably delay or prevent installation, maintenance, or use, unreasonably increase the cost, or preclude the reception of an acceptable quality of signal.

11. PENALTIES AND ASSESSMENTS

a) Any expense incurred by the Association in enforcing these provisions or curing defects shall be subject to lien on the offending unit in accordance with the Declaration of Covenants, Conditions and Restrictions.

- b) The Board of Directors shall have the power to levy assessments under its authority and shall enforce the above Rules and Regulations. Assessments not paid when due, together with interest and cost of collection, shall become a continuing lien on the offending unit per the Declaration of Covenants, Conditions and Restrictions.
- c) Under authority of Section 8, an initial administrative assessment payable immediately will be assessed for violations of the Declaration of Covenants, Conditions and Restrictions, the Bylaws and the Rules and Regulations.
- d) These assessments apply to owners and tenants alike, with the owners of record being ultimately responsible for payment. Administrative assessments are payable to the Association when imposed.
- e) Assessments imposed for specific violations shall automatically increase for each new occurrence of the same violation. Assessments can be appealed at the next duly convened meeting of the Grievance Committee.
- f) Assessments are subject to lien as set out in Section 8 of the Declaration of Covenants, Conditions and Restrictions and bear interest at the rate of 18% per annum after an appeal has failed or is considered waived by the nonappearance of the person(s) assessed.
- g) Payments due to the Homeowners Association and received more than five (5) days after due date, may have a late charge assessed. Principal and late charges shall accrue interest at a rate of 18% per annum and are subject to lien according to the provisions of the Bylaws and the Declaration of Covenants, Conditions and Restrictions.

12. COMPLAINTS

- a) Complaints alleging violation of any of these Rules and Regulations shall be made in writing to the Board of Directors. The Board will act only upon receipt of a written signed complaint.

13. VIOLATIONS

a) Observance of these Rules and Regulations by owners, lessees, their families, guests and employees of owners is the responsibility of the owner. Violations will be called to the attention of the violating owner or their designated agent, whether committed by guests or tenants. Disagreements concerning violations will be presented to, and judged by, the Grievance Committee. Should the conduct be deemed in violation of the provisions of the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation, the Bylaws of said Association or these Rules, then the Board of Directors will notify the individual owner that the conduct is in violation of the above described cited authority. If the conduct deemed to be in violation does not cease and desist upon notification by the Board of Directors, then the Board of Directors shall have the right to enforce the provisions of the Declaration, Bylaws or Rules & Regulations through the institution of fines, fees and/or legal proceedings, potentially seeking an injunction from a court of competent jurisdiction.

b) Schedule of Fines:

1) \$100.00 per violation, up to \$1,000.00 if correction or repair not made in the allotted time.

The Association may place a lien upon the unit at any time after ten (10) days' written notice of the infraction in the amount of the fine then outstanding. Upon payment of the fine and reimbursement to the Association by the Unit Owner of all expenses incurred in connection with the filing of the lien, such lien shall be released by the Association. The Association may, also, at its own discretion, initiate foreclosure actions against any unit with liens that have been filed by the Association and not cured.

14. VALIDITY

If any specific Bylaws, Rules or Regulations contained be deemed invalid by a court of law, such finding will in no way affect the validity of any other Bylaw, Rule or Regulation.

15. RULES FOR USE OF POOLS

In order to continue to maintain the pools and the pool areas in an atmosphere conducive to fun and pleasure for all, certain rules must be observed. Some of these rules are mandated by the State of Florida and Palm Beach County and some are mandated by the Boca Gardens Homeowners Association.

RULES

***POOL ENTRY BY KEY ONLY* - ANYONE FOUND CLIMBING THE FENCE WILL BE SUBJECT TO ARREST AS A TRESPASSER.**

Keys are available from Boca Gardens HOA, 9551 Boca Gardens Parkway, Boca Raton, Florida 33496. (Boca Gardens Clubhouse) The deposit is \$25.00 for a pool key, \$15 for an electronic gym key and \$15.00 for the Tennis court key. Refunds will be issued by check within 3-4 weeks after keys are returned.

- a) Anyone found removing anything from clubhouse or pools without written authorization will be subject to arrest and prosecution to the fullest extent of the law.
- b) Emergency equipment (life buoys, etc.) is mandated by the state of Florida and Palm Beach County. This equipment is for emergency use only. It is a misdemeanor to use this equipment for anything other than emergency use.
- c) No food, glass bottles or alcoholic beverages allowed at pools.
- d) Please make use of the trash cans provided at the pools.
- e) Please use the bike rack provided. Bikes will not be allowed in clubhouse hallway. No bicycles, scooters, roller skates, skateboard or wheels of any type will be permitted in pool areas.
- f) Diving is prohibited according to Florida State Law.
- g) Pool hours are posted. Anyone found in the pool area after closing hours will be considered a trespasser and subject to arrest.
- h) No children under twelve (12) are allowed in pools unless accompanied by an adult.
- i) Children in diapers not permitted in pools for health reasons.

Architectural Review Board/Landscape Committee Guidelines

As per Association Docs, Florida Statutes, and County Regulations:

Regarding replacement/or installations of the following:

Windows and Doors

Sliders

Screen Enclosures

Exterior Walkways

Awning attached to exterior patio walls

Hurricane Shutters

Exterior lighting

Window sun screening

Satellite dishes

Landscaping

Skylights

Solar Panels with appropriate documentation

a) Unit owners may install any of the above provided they have received the prior approval from the Board of Directors and/or the ARB/Landscape Committees. All items must be up to County approved specifications where applicable.

b) Applications for any of the above are available in the BGHOA office and must be submitted with proper documentation 30 days prior to the work taking place.

c) No unit owner shall deface or change the color of the exterior of the unit at any time.

The ARB and/or Landscaping Committee reserves the right to disapprove any applications which do not conform to Boca Garden standards set forth by our Rules and Regulations, Florida Statutes Title XL Chapter 720, and/or County Regulations.