BOCA GARDENS HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS

(Revised By Board of Directors April 21, 2026)

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 Rules & Regulations of the Community 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 who is intoxicated, or appearing to be intoxicated, shall be barred from 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.

g. Construction and Vendor Hours ***(Adopted April 21, 2026)***

i. Below are the times that construction work and vendors are permitted in the community:

- **Weekdays:** Construction activities and noise are permitted starting from 8:00 a.m. until 6:00 p.m.
- **Saturdays:** Construction activities and noise are permitted starting from 9:00 a.m. until 4:00 p.m.
- **Sundays & Holidays:** Construction activities and noise are **not permitted**.

ii. Landscape Equipment:

- Landscaping and yard work are allowed between 8:00 a.m. until 8:00 p.m. on weekdays, and 9:00 a.m. until 8:00 p.m. on weekends.

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:

i. Owners of a Residence without a garage will be assigned two (2) parking spaces.

ii. 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.

iii. Owners of a Townhouse Residence with a one-car garage will be assigned only the space on the driveway in front of their garage.

iv. Owners of Residences with a 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. "Guest Parking Spaces" may only be used by guests on a transient basis. A guest is defined as a visitor who stays at the property for no longer than twenty-one (21) non-consecutive days in any three (3) month period. Any individual staying greater than twenty-one (21) non-consecutive days will be considered a resident. Residents are prohibited from parking their vehicle(s) in Guest Parking Spaces. Further, guest parking is intended for use of temporary parking and not for permanent parking.

   Guest Parking Spaces restrictions shall not apply to the overflow parking areas ("Overflow Parking Spaces") located at the following locations:
   - Main Mailbox parking lots located on Boca Gardens Parkway;
   - Office overflow parking located on the side of the main pool;
   - East Pool parking lot;
   - West Pool parking lot.

   Overflow Parking Spaces may be used by both guests and residents."

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
   - 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 professional equipment, such as ladders, cords, and/or large containers can be attached to vehicles. 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 at any time. All resident vehicles must be registered with association and display their assigned parking decal, preferably on the top left of rear window, in order to park in resident parking spaces. 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. Vehicles that are not properly registered with the association, parked in non-designed spaces, or parked on the street overnight, may be towed at the owner's expense without a warning. 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 can result in the vehicle(s) being removed at the owner's expense without warning as well as an assessment against the resident responsible.

k. All of the rules regarding parking shall also apply to tenants, non-owner occupants and their guests.

l. 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 or other parking spot designated by the board.

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.

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 A 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. No unit may be rented more than once in a 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 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 owner's immediate family member after providing documentation of the relationship. Immediate family member is defined as father, mother, brother, sister, daughter, or son. Other occupants will be considered tenants and must submit an application for lease as prescribed in "Rental Screen Procedures and Rules and Regulations".

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. RESALE 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.

b. Real estate signs displayed within Boca Gardens will be confiscated and disposed of if not approved. Homeowners may request authorization to display up to two (2) directional signs, from 9:00 am to 2:00 pm during an open house event. Homeowners or their representatives are required to collect the signs by 2:00 pm.

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. No household garbage can is disposed at the clubhouse dumpsters or sidewalk containers.

b. No trash container will be placed on the common areas prior to 4:00 pm on the day before 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. All trash containers must have appropriate lid, and must be brought back inside by the end of trash collection 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. Holiday decorations can only be installed and displayed between the period that goes from 30 days before a given event and 30 days after its end. Decorations that are not properly dismounted/and or collected can be confiscated and a fine may be issued to the non-compliant homeowner.

c. Patios shall be maintained in a manner such as to not be offensive to either neighbors or the community.

d. No clothes, clotheslines, towels or similar articles shall be hung outdoors for any purpose whatsoever, except within the patio of an owner at a level below the height of the patio fence.

e. Wading pools, barbeque cookers, etc., for the exclusive use of a resident shall be used only within the patio area. Any item left within Boca Gardens common property for more than 24 hours without proper authorization issued by the Board can be confiscated and disposed. Non-compliant homeowners may also be fined and responsible for disposing fees.

f. Only approved signs may be displayed on any exterior portion of the unit, patio or windows.

g. 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 21 days following the end of official post-storm curfew. If a storm is announced but no curfew is put in place by the local authorities, such protective materials must be removed within 15 days after the storm. Accordion style shutters must be opened after the official end of hurricane season.

9. OTHER RULES

a. Bicycles, 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 severe weather or it will be confiscated for the safety of the community.

b. Bicycles including e bikes (electric Bicycles) Class 1 & 2, Class 3 e bikes are prohibited from bike paths and sidewalks.

c. Bicycles and Class 1 & 2 Electric Bicycles: Bicycles and Class 1 & 2 Electric Bicycles can be ridden on roadways (where permitted by law), bike paths and sidewalks. Bicycles of all types must yield to all pedestrians and give audible signal to pedestrians and other bicycle riders before passing. Bicycles and Electric Bicycles are prohibited from being ridden over the grass and must adhere to the same traffic laws and regulations as standard bicycle riders.

d. Class 3: Class 3 Electric Bicycles are only permitted to be ridden in roadways.

e. 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).

f. 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.

g. No unit owner shall in any way deface or change the color of the exterior of his unit.

h. 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.

i. 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.

j. The Association currently arranges for cable television service. Under no circumstances shall any exterior television antenna, or radio antenna be installed without prior approval.

k. There will be no swimming or boating in the lakes. The only boats allowed are those used for maintenance of the fountains. Residents are allowed to engage in catch and release fishing at their own risk.

l. Feeding wildlife in the community (Ducks, Birds, Iguanas, frogs, Geese, stray dogs) is strictly prohibited and those caught doing so will face a fine. ***(Adopted April 21, 2026)***

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: 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.

Elevated installations will not be allowed if a lower installation will produce a significantly equal quality of signal.

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

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: 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.

Must comply with applicable building codes and governmental regulations.

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**:
    i. A $100.00 per violation, up to $1,000.00 if correction or repair not made in the allotted time.

    ii. 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.

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

Proximity tags are available from Boca Gardens HOA, 9551 Boca Gardens Parkway, Boca Raton, Florida, 33496 (Boca Gardens Clubhouse). The deposit is $50.00 for a proximity tag that gives residents access to the clubhouse, pools, and gym. 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 glass bottles or alcoholic beverages allowed at pool area.

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, clubhouse, and gym 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 the pool area unless accompanied by an adult.

i. Children in diapers not permitted in pools for health reasons.