THE LAKES AT BOCA RIO
HOMEOWNERS' ASSOCIATION
8170 Boca Rio Drive
Boca Raton, FL 33433
Phone: 561-479-4324 • Fax: 561-367-3540
Email: hoa@lakesatbocario.com

USE RESTRICTIONS
&
RULES AND REGULATIONS

Your Homeowners Association wishes to maintain luxurious, but economically well managed Common Properties and to effectively discharge its duties under the Declaration of Covenants for the VILLAGE AT BOCA RIO. It is believed that these rules will aid this purpose. Your Board of Directors will welcome the assistance of all Villas and Townhome owners in the enforcement of these regulations.

NUISANCES/NOISE

No resident may violate another resident's right to enjoy their unit.

No noxious or offensive activity shall be carried on about the Properties or in or about any buildings or other improvements, dwelling units, lots or on the Common Properties, or on any portion of the Village at Boca Rio complex, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any owner.

No use or practice shall be allowed in or around the villas and/or townhomes which is a source of annoyance to owners or occupants of villas and/or townhomes or which interferes with the peaceful possession or proper use of the villas and/or townhomes or the surrounding common areas.

No loud noises or noxious odors shall be permitted in any buildings or other improvements, dwelling units, lots or on the common properties.

The Board of Directors shall have the right to determine in accordance with the By-laws, if any noise, odor or activity producing such noise, odor or interference constitutes a nuisance.

Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any owner shall be located, used or placed on any portion of the Properties or exposed to the view of other owners without the prior written approval of the Board of Directors.

Radio, hi-fi, stereo systems, television sets, noises such as bidding goodnight to departing guests, the slamming of car doors, beeping car horns and the like, between the hours of 11:00 PM and 8:00 AM should be kept at a minimum.

Carpentry, carpet laying, picture hanging, do-it-yourself work involving hammering, drilling, etc. must be done between the hours of 8:00 AM – 6:00 PM.

No permanently mounted exterior speakers.

No ball playing against walls or fences.

SIGNS

No sign, poster, display, billboard or other advertising devise of any kind shall be displayed to the public view on any portion of the buildings, or other improvements, dwelling units, lots common properties or any portion of the Village at Boca Rio complex without the prior written consent of the Board of Directors.

PARKING AND VEHICULAR RESTRICTIONS

Parking upon the properties shall be restricted to the parking areas therein designated for such purpose. No owner shall park, store or keep on any portion of the Properties, any commercial-type vehicle unless expressly authorized in writing by the Board.

No owner shall keep any other vehicle on the Common Properties which is deemed to be a nuisance by the Board.

No boats, trailers or other recreational vehicles including campers or mobile homes may be kept upon the Common Properties unless expressly authorized in writing by the Board.

No hitched trailers are allowed except for loading or unloading up to four (4) hours.

No owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, boat, trailer or other vehicle upon any portion of the Common Properties including the lots. Exception: inside of closed garages of Townhouse Pluses.

No off-road vehicles or motorized scooters may be operated on any portion of the Properties including but not limited to roadways and lake path.

All legal vehicles must display current license tags or decal.

All resident vehicles must display an LBR green parking permit on the back window, left side of their vehicle.

Vehicles parked in grass areas will be towed without warning at owner's expense.

Vehicles are not permitted on the lake path without Board approval.

Vehicles must be able to operate on their own power and, at the discretion of the Board of Directors, owners may be asked to demonstrate that the vehicle is operational.

No Commercial vehicles may park in the complex after 7:00 PM or before 8:00 AM. Commercial Vehicles are defined as follows:

- Any van or van-type vehicle displaying tools, toolboxes, pipe or ladder racks, equipment, undue rust or debris.
- Any truck or pickup truck displaying tools, toolboxes, pipe or ladder racks, equipment, undue rust or debris.

- Any vehicle displaying any type of signage including magnetic or stick-on signage.
- The Board of Directors reserves the right to determine if any vehicle is of a commercial type.

No resident may:

1. Park in another resident's space without permission.
2. Park along the berms.
3. Block streets by double parking behind another vehicle(s). **Exception**: Driveways of Townhouse Plus.

Residents utilizing guest spots for additional household vehicles must rotate the vehicle to allow neighbors access to guest parking. Guest parking is not allowed to become the permanent parking space for any resident.

Car covers are permitted provided that the cover allows the license tag to be viewable. Covers cannot be secured from blowing off by means of rocks, pieces of wood, etc. being placed on top of the vehicle. Should a cover become worn, torn or unsightly, it must be replaced immediately.

ANIMAL RESTRICTIONS

The term "pets" shall refer to those of a domestic nature and be limited to dogs, cats, and birds.

No aggressive dog breeds are permitted.

No dogs, cats or other pets may run loose and unattended on the common properties. Any dog or cat running loose and unattended, without tags, will be considered stray and appropriate measures will be taken.

All dogs must be leashed and walked on the outer half of the berms but not near mail boxes or homes located on berms.

When walking dogs, all waste must be cleaned up and disposed of by "proper scooper" or in an appropriate manner.

Cats must be indoor cats and are not allowed to roam the Common Areas causing a nuisance to other residents.

Pets are not permitted on any portion of lakeside grass, lake walking path, recreation areas, swimming pool, or in the lakes.

No pet may be left tied or untied on any common property area.

Resident may not keep more than one (1) pet without prior consent of the Board of Directors.

No pet may be kept in a patio, balcony or courtyard of a residence without the owner being home at all times.

No animals (including livestock, reptiles or poultry) of any kind shall be raised, bred or kept on the Common Properties.

TRASH AND OTHER MATERIALS

No rubbish, trash, garbage or other waste material shall be kept or permitted on the lots and/or Common Properties and/or any other portion of the Village at Boca Rio Complex except in sanitary, self-locking containers located in appropriate areas.

Storage of garbage canisters and recycling bins shall not be on the Common Properties. They must be kept within the confines of patios and fenced areas.

Trash canisters and recycling bins may not be put out earlier than Sunday at 6:00 PM and Wednesday at 6:00 PM and must be returned to storage not later than 12:00 PM (Midnight) of the pick-up day.

Resident's address or unit numbers **MUST** be printed on each recycling bin and trash receptacle or they will be removed and disposed.

Bulk trash is designated for pick up by the County on Thursdays.Yard clippings & landscape debris is picked up on Thursdays **only**.

Yard clippings and landscape debris must be disposed of according to Palm Beach County ordinance:

1. Yard waste is limited to 6 cubic yards (size of 3 standard refrigerators).
2. All yard waste, except for tree branches and palm fronds, must be containerized in standard 32 – 50-gallon cans or sealed in plastic bags.
3. Containers and contents cannot weigh more than 50 pounds.
4. Branches must be 6 feet or less in length and 50 pounds or less in weight.

No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Properties except within an enclosed structure appropriately screened from view, except when accumulated by the Association for imminent pickup and discard.

No odors shall be permitted to arise therefrom to render the Properties or any portion of the Village at Boca Rio Complex unsanitary, unsightly, offensive or detrimental to owners or to any other property in the vicinity thereof or to its occupants.

No clothing or household fabrics shall be hung, dried or aired in such a way as to be visible.

RECREATIONAL FACILITIES.

The recreational facilities and other portions of the Common Properties are for the exclusive use of the Association members and their immediate families, tenants, resident's guests.

Rules and Regulations governing the use of amenities shall be posted upon or immediately adjacent to such facilities (pool, pool deck). Such rules and regulations are subject to change from time to time at the sole discretion of the Board of Directors. To insure the safety, comfort and enjoyment of such facilities, adherence with such rules and regulations is mandatory for members and their guests.

No parties or events may be held at the swimming pool without prior board approval and completion of the appropriate form.

No BBQ grills, glass containers or alcoholic beverages are allowed within the pool fenced area.

Residents wishing to hold functions in the Clubhouse may do so by notifying the Management Company, in writing, two (2) weeks in advance of the event and tendering a $250.00 Security Deposit and the appropriate Rental Fee three (3) days in advance of the activity or event.

After the event is over, the area will be inventoried and inspected to ensure that it has been properly cleaned and there is no damage or missing property as a result of the activity.

The Security Deposit of $250.00 will be refunded to the unit owner within five (5) business days following the event, minus the cost of cleaning (if not completed by the resident).

The number of persons for any activity or event inside the Clubhouse must not exceed 65.

THE LAKE

No boats, swimming or pets are permitted in the lake.

Fishing from the lake bank is allowed. Those residents wishing to fish must obtain a Fishing Permit from the Association office. The permit must be worn when fishing.

Fishing is "catch and release" only.

No live bait is allowed.

Feeding the ducks is not allowed.

DESTRUCTION/OBSTRUCTION

Neither residents, their dependents, nor their guests, shall mark, mar, damage, destroy, deface or engrave any structure, building, equipment, etc. located on the Common Properties. Owners shall be financially responsible for any such damage caused by their tenants, guests or dependents.

Sidewalks, entrances, driveways, corridors and passageways upon the Common Properties must be kept open and shall not be obstructed in any manner.

ALTERATIONS

No owner/resident shall cause or allow improvements or changes to any exterior portion of his/her townhome and/or villa including, but not limited to, painting or other decorating of any nature, installing of any electrical wiring, television antenna, machinery or air-conditioning units or in any manner changing the appearance of any portion of such townhome and/or villa without first obtaining the written consent of the Architectural Control Committee.

No owner/residents, shall, without obtaining the written consent of the Architectural Control Committee, cause anything to be affixed to, attached to, displayed or placed on or hung from the exterior walls, doors, windows, patios, fencing or terraces or his townhouse or villa including, but not limited to, awnings, signs, storm shutters, screens, furniture, fixtures and equipment.

Approval forms can be obtained from the management company at the Clubhouse office.

LANDSCAPING

No owner/resident shall grow or plant any type of shrubbery, flower, tree, vine, grass or other plant life upon portions of his lot or the Common Property outside his Villa or Townhome without the prior written consent of the Architectural Control Committee.

Hanging plants must be kept inside fences and pots must be below fence height. No potted plants (not set in the ground) can be outside of fences or patios.

No borders, including but not limited to i.e. brick, stone, hard plastic are allowed around common area trees, bushes or plants without approval from the Board of Directors.

Foliage inside of patios must be kept to a height that is below the bottom of the balconies.

Foliage inside and outside of patios must not adhere to any portion of the building, fence, mansard, block address numbers or impede exterior lighting in any way.

No fruit trees of any kind can be planted on the Common Properties.

All private landscaping, approved by the Architectural Control Committee, is the sole responsibility and expense of the homeowner. It is not the landscape company's responsibility to trim, cut or maintain any additional work done by the homeowner, nor shall the landscape company be liable for any damage. Judgment of appearance will be made by the Architectural Control Committee and the Board of Directors.

If judgment is made by the ACC and the Board of Directors that landscaping is not being maintained, owner will be subject to notice of violation. Owner will then have 10 days to correct the violation by trimming back/removing landscaping. If the owner fails to comply with the violation, the Association, at its discretion, may hire the appropriate person to do the work and invoice the costs to the homeowner.

Homeowners are responsible to accommodate any and all contractors/maintenance personnel in regard to any work required to be done by the Association (i.e. roof repairs, painting, fence repairs, etc.) by trimming back landscaping, detaching screen enclosures, moving articles inside or outside fencing that may impede access to areas in need of repair.

If the homeowner fails to comply with the requests of the ACC, Board of Directors or Management Company for access to common areas, the Board, at its discretion may hire the appropriate person to do the work and invoice the costs to the homeowner.

LIGHTING

Exterior lighting fixtures may be installed only with the written consent of the Architectural Committee and is limited to white or clear lights only. COLORED LIGHTS ARE NOT PERMITTED except during Christmas or Hanukkah.

Icicle lights or any type of string lighting is not allowed under trellises, across balconies or fences except during Christmas or Hanukkah.

HOLIDAY DECORATIONS

Holiday decorations are permitted for the standard holidays, New Year's, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas and Hanukkah. Decorations may go up one (1) week prior to the holiday and must be removed three (3) days after the holiday except for Christmas and Hanukkah.

Decorations and lighting for Christmas and Hanukkah may be put up the weekend following Thanksgiving and must be taken down by the 7th day following the holidays.

Any resident wishing to celebrating other holidays such as Valentine's Day, St. Patrick's Day, Easter or any other holiday, religious or otherwise, during the course of the year, must notify the Management office of any exterior adornments, embellishments or

trimmings they would like to erect, hang or install which would be visible from the exterior of any Townhome or Villa.

FENCES

No owner/resident shall paint or modify their fence in any way without written approval from the Architectural Committee.

ROOFS

No owner/resident is permitted on the roofs of building for any purpose without prior permission of the Board of Directors or Management Company.

LEASES

No portion of a Villa or Townhome, other than the entire Villa or Townhome may be rented.

All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default of the Tenant in observing any of the provisions of this Declaration, of Articles of Incorporation , the By-laws of the Association, of applicable rules and regulations or of any other agreement, document or instrument governing the Lots, Townhomes or Villas.

The leasing of the Townhomes and Villas shall also be subject to prior written approval of the Association, in accordance with the terms and provisions of Article XIV (Sales, Rentals and Transfers) of this Declaration.

The owner of a leased Villa or Townhome shall be jointly and severally liable with his tenant to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant.

Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into.

IMPROPER USES

No improper, offensive, hazardous or unlawful use shall be made of any Townhome and/or Villa and all valid, laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed.

Violations of laws, orders, rules, regulations or requirements of any government agency having jurisdiction thereover relating to any Townhome and/or Villa shall be corrected by, and at the sole expense of the property obligated to maintain or repair such portion of the Townhome and/or Villa elsewhere herein set forth.

SATELLITE DISH/ANTENNA INSTALLATIONS.

Without obtaining written consent and location approval by the Architectural Committee, no owner/resident shall install, relocate, place, hang or affix a satellite dish or antenna upon the Common Properties. Common Properties include the building's flat roof, building's mansard roof, fence, trellis, balcony railings, exterior or brick walls.

RESPONSIBILITY FOR DELIVERIES AND RESIDENT HIRED WORKERS

Owners/residents shall be liable for all damages to the Improvements upon the Properties caused by receiving deliveries or moving or removing furniture or other articles/items to or from the buildings in which the Townhomes and/or Villas are located.

Owners/Residents shall be liable for all damages to the Common Properties caused by themselves, by workers they personally hire and vehicles these workers use i.e. screen installation where worker drives truck on grass and spreads materials on Common Grounds and the grass is damaged.

SOLICITATION

There shall be no solicitation by any person for any cause, charity or any purpose whatsoever, unless specifically authorized by the Board of Directors

HURRICANE AND STORM PREPARATIONS

Each owner/resident, regardless of whether they stay during a storm or evacuate, must prepare his/her dwelling unit by:

1. Removing all furniture, potted plants and other personal items from his courtyard, balcony or patio area so the items do not become flying "missiles" during the storm causing damage to other properties.
2. Designating a responsible firm or individual to care for his/her Townhome or Villa during their absence in the event the dwelling unit should suffer hurricane or storm damage. Each owner/resident shall furnish the Management company with the name of such firm or individual.

ENFORCEMENT OF REGULATIONS

These USE RESTRICTIONS and RULES AND REGULATIONS will be enforced following F.S. 720.305(2)(a-b)

1. For each violation, the owner/resident shall receive a Warning of Violation letter by the Management Company stating the nature of the violation and the time frame for compliance.
2. If the violation letter is ignored or not corrected within the time frame allocated, the Board of Directors shall meet and assess a fine against the owner/resident.
3. Fines will be $100.00 per violation and may be levied by the board for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed $1,000 in aggregate.
4. A 14-day Notice of Fine will be sent to the owner/resident apprising them of the fine, the amount and their right to be heard before the Fining Committee. The Notice will have the date, time and place of the hearing.
5. Any owner/resident has the right to appeal the fine and disagreements concerning the fining can be presented to and judged by the Fining Committee, who will make the decision to confirm or reject the fine imposed by the Board of Directors.

6. If the Fining Committee votes to confirm the fine, then the fine payment is due 5 days after the date of the committee hearing at which the fine was approved.
7. If the fines for a continuing violation are at least $1,000.00 then the Association may record a lien against the owner's property in accordance with the same procedure to collect assessments.

Owners are responsible for compliance by their guests and lessees with the Use Restrictions and Rules and Regulations.

The Use Restrictions and Rules and Regulations are intended to serve as a guideline for all owners and residents. As to any conflicts between the recorded Declaration of Covenants, restrictions and easements for the Village at Boca Rio Homeowners Association, the Use Restrictions and the Rules and Regulations set forth herein, the recorded Declaration shall prevail.