BOCA BATH & TENNIS

COMMUNITY RULESAND REGULATIONS
AMENDED: FEBRUARY 2023

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PREAMBLE

Boca Bath & Tennis is a small, family-oriented community. We pride ourselves on maintaining a friendly, collegial atmosphere and a welcoming neighborly environment.

These Rules and Regulations are based upon the following authority provided in Section 8. Rules and Regulations of the By-Laws of Boca Raton Bath & Tennis Club, Inc (Boca Bath and Tennis) unless otherwise noted.

> **Section 8. Rules and Regulations**
>
> The Board may at any meeting of the Board adopt rules and regulations for the use of the Common Areas, or amend or rescind any such existing rules and regulations; provided, however, that such rules and regulations shall not be inconsistent with any of the terms or provisions of any of the land Use Documents. Copies of any rules and regulations as promulgated, amended or rescinded, shall be mailed to all Members at the last known address of the Members as shown on the books and records of the Club and shall not take effect until forty-eight (48) hours after such mailing.

The Rules and Regulations are intended to be a guide to day-to-day living in Boca Bath and Tennis. They are not intended to deal with all conceivable issues or needs that may be presented for governance and if you need an exception to a rule, please feel free to reach out to the Property Management Team. These Rules and Regulations were established in the community's Governing Documents and updated from time-to-time by the Board of Directors to protect the community and to promote the health, safety, welfare and enjoyment of the Residents, their families and guests and all other persons living in the community. Boca Bath and Tennis is committed to providing all residents and their guests with an enjoyable community experience. To uphold these standards, residents and guests are expected to act in a neighborly manner consistent with how they would like to be treated. The Board of Directors may amend these Rules and Regulations from time-to-time as it determines appropriate and will notify the community when such changes are made.

POLICIES (GENERAL, POOL, AND CLUBHOUSE)

1. Boca Bath and Tennis Rules and Regulations are provided based on the authority provided in Section 8. Rules and Regulations of the By-Laws of Boca Raton Bath & Tennis Club, Inc (Boca Bath and Tennis) and Use Restrictions and Covenants provided in Article VIII of the Declaration of Protective Covenants.

ARTICLE VIII
USE RESTRICTIONS AND COVENANTS

8.3 Maintenance of Exteriors. Each Owner shall maintain the exteriors of all structures on a Lot and any and all fixtures attached thereto in a sightly manner and shall maintain all gutters, downspouts and other such fixtures in a good working order.

8.4 Noxious Vegetation. No owner shall permit the growth of noxious weeds or vegetation upon a Lot any part of Tract I between the street pavement and the front lot line of a Lot. All Lots and such Tract I areas shall be maintained in a green and sightly manner.

8.5 Litter, Trash, Garbage. No articles of personal property shall be hung or shaken from the doors or windows of any building. No Owners shall sweep or throw onto a Lot from his dwelling any dirt or any other materials or otherwise litter in any way the Lots. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any Lots except in closed sanitary containers approved by the ARB. Such containers shall be kept in sanitary condition in an enclosed area attached to the dwelling and constructed in a manner approved by the ARB. Such containers shall be placed on the Lot for pick up at the times and in accordance with the Requirements of the franchised garbage removal utility for the Land.

8.6 Nuisances. No owner shall cause on a Lot or permit to come from his Lot any unreasonable noises or odors. No Owner shall commit on his Lot or permit to be carried on on his Lot any nuisance, any immoral or illegal activity, or anything which may be an annoyance or a noxious or offensive activity to the neighborhood.

8.7 Clothes Drying. No clothes drying shall be undertaken or permitted on a Lot outside of the dwelling located thereon.

8.8 Commercial and Recreation Vehicles. No commercial vehicle, recreation vehicle, trailer or boat of any kind shall park or be parked at any time on a Lot unless such a vehicle is in a garage or is a commercial vehicle in the process of being loaded or unloaded.

8.9 Maintenance and Storage of Boats and Vehicles. No maintenance, repair or storage of any boat or vehicle shall be permitted upon any Lot except within an enclosed garage.

8.10 Garage Doors. Garage doors shall be kept closed except when opened to permit vehicles to enter and exit from a garage.

8.11 Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and that they do not cause an unreasonable nuisance or annoyance to other Owners.

8.12 Oil and Mining Operations. No oil drilling, quarrying or mining operations of any kind shall be permitted upon or under any Lot, nor shall any wells, tunnels, shafts, derricks or other structures or excavations designed for use in boring for oil or natural gas be erected, maintained or permitted upon any Lot.

8.13 Licensed Drivers Licensed Vehicles. *(According to Amendment dated November 2, 1982)* Motor vehicles of any kind shall be operated only by duly licensed drivers. Only duly licensed motor vehicles of any type, including, but not limited to, automobiles, trucks, vans, mopeds and motorcycles, used for conventional transportation purposes, shall be operated within the Boca Raton Bath & Tennis Club. The Board of Directors shall be vested with the power to enforce this section by prescribing the method of enforcement and by imposing fines for the violation thereof.

1. No individual reimbursement without previous Board approval.
2. No garage sales, estate sales, auctions, etc.
3. Construction/Service Admittance – No construction or service vendors will be admitted after 6:00PM Monday through Saturday. No construction or services will be permitted in the community on Sundays or Holidays. No service vendors are permitted to bring dogs or other animals into the community. Provisions for emergencies will be made on a case-by-case basis.

4. No unlicensed vehicles including mopeds, motorcycles, scooters, etc. are allowed on streets inside Boca Bath and Tennis (In amended documents). All golf carts must be registered with the Association using the form provided by the Property Management Team and may only be driven on the road or designated paths. If such mode of transportation should be registered through motor vehicles, such as motorcycles or street legal golf carts, they must be in working order to operate within the community. Additional requirements for the use of motorized modes of transportation of any kind in the community are provided in Exhibit "1" Amendment to Declaration of Protective Covenants and Restrictions.

EXHIBIT "1"
AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR BOCA RATON BATH & TENNIS CLUB, INC

Section 8.13. Licensed Drivers Licensed Vehicles. Motor vehicles of any kind shall be operated only by duly licensed drivers. Only duly licensed motor vehicles of any type, including, but not limited to, automobiles, trucks, vans, mopeds and motorcycles, used for conventional transportation purposes, shall be operated within the Boca Raton Bath & Tennis Club. The Board of Directors shall be vested with the power to enforce this Section by prescribing the method of enforcement and by imposing fines for the violation thereof.

5. In addition to complying with all applicable Florida State and County Laws, Statutes, Rules, and Regulations related to Electric bicycles and other types of electrically powered modes of transportation such as e-Scooters, e-Skateboards, etc. which provides operators all of the rights and duties applicable to the rider of a bicycle, Boca Bath and Tennis residents, their guests and visitors along with service personal are expected to comply with the following additional community safety and good neighbor rules for electrically powered modes of transportation and bicycles:

   • Must follow the road rules of the bikes and obey all traffic controls and signals

   • Must ride only on designated community roads and paths and not in common areas or parks

   • Must yield the right-of-way to pedestrians on sidewalks or in crosswalks

   • Must be equipped with a lamp on the front exhibiting a white light visible from 500 feet to the front and both a red reflector and a lamp on the rear exhibiting a red light visible from 600 feet to the rear if operated between sunset and sunrise

6. Parking – No vehicle may be parked on the street from the hours of 2:00AM to 7:00AM. No vehicle may be parked on a swale or across a sidewalk at any time. No vehicle may be parked in any park at any time. Should a vehicle be parked on a residence or association swale for a stated purpose and render the swale damaged in any way, that repair is the responsibility of the resident that caused the damage, even by their vendor(s) or guest(s).

7. Skateboarding guidelines:
   A. No skating at the clubhouse. This includes the walls, sidewalks, and pool area and tennis courts.
   B. No skating in the streets after dark. Dark is defined as whenever the street lights are on.
   C. Skateboarders will yield to automobile traffic in streets.
   D. Skateboarders should show proper respect for the property of others, including community property.

8. Mailbox repairs are done by Orlando Mobile Services at (954) 404-4324 or replaced by Beautiful Mailbox (305) 403-4820 or other providers that are approved in advance by the Property Management Team. If other providers are approved for use, their final work requires review and approval by the Property Management Team.

9. No individual irrigation can be suctioned from community lakes.

10. No ficus trees can be planted on common ground. All plantings must be submitted to and approved by the ARB prior to work being done. No ficus hedge or trees of any kind within (3) feet of Butts Road Wall and no clumping palms within six (6) feet of the Butts Road Wall. All limbs and hanging branches that overhang the Butts Road Wall must be removed by resident.
11. Only owners or renters can reserve and rent the clubhouse for private functions.
12. All guests using club facilities, except for house guests, must be accompanied by a resident or homeowner.
13. The speed limit in Boca Bath is 25 MPH.
14. No one is permitted in the guardhouse, without the expressed consent of the security guard on duty and notification of the Property Manager or the Board of Directors.
15. Non-motorized boats are permitted in the lakes at Boca Bath and Tennis.
16. No common easements can be used for individual vendors without Association approval and posting of $2,000 bond. If the use is approved and the easement is damaged and not repaired, the bond will be used to pay for all repairs.
17. No pets are allowed in or around the clubhouse, the pool or the tennis courts. Emotional Support Animals (ESA) are permitted with a certificate.
18. Bicycles must be parked in bicycle racks. Neither bicycles, skateboards, scooters, or rollerblades may be used or ridden on the tennis courts, basketball court, racquetball court, pool area, or tennis gazebos.
19. No visible sculpture is permitted in Boca Bath and Tennis without prior ARB approval.
20. No boat trailers or towed equipment can be brought through the resident's gate. Entering through the resident's gate is at one's risk and individuals will be solely responsible for any damages incurred either to your own property of the resident's gate, guardhouse or equipment.

SECURITY

21. Security access for prospective buyers:
    A. Prospective buyers must have approval of homeowner or the listing agent to gain entry into the community.
    B. Open Houses – visitors who gain access by saying they are going to an Open House event must relinquish their driver's license at the Guardhouse. Only one Boca Bath and Tennis Open House Sign may be used on site.
    C. Realtors must give business cards and/or show ID. They must also have any and all listing agents' properties they wish to visit called in to Security prior to entry.
22. Any resident having greater than 30 outside guests' vehicles at one time at the Clubhouse or at their own home on any day.
    A. Required to arrange to hire an additional security guard sourced at the resident's expense from Boca Bath and Tennis' Security Company, a licensed and insured security company or the Boca Raton Police Department.
    B. If they contract Valet Services, they must contact the Property Management Team to go over permitted parking procedures using allowed parking areas only.
    C. Provide a list of guests to the Property Management Team and Security 48 hours prior to the event.

23. All guests/vendors must be precalled, set up in advance via the internet gate access system, or called into the guard for approval if not on a permanent list. If there is no answer or no approval is given, the guest/vendor will be turned away.
24. Any resident having a party (a party constitutes more than 10 names) at their resident must bring Security a list with the names of the guests in alphabetical order. Those not on the list will be denied entry.
25. Only when vehicles are registered to a resident's Boca Bath and Tennis address will an owner/resident be permitted to buy vehicle access bar codes for their vehicles. Bar codes cannot be transferred (physically removed and applied) from one vehicle to another. Each bar code is registered to a specific vehicle.

RENTING OUT YOUR HOME

26. The minimum term to rent out a home in Boca Bath and Tennis is one year.
27. A home may be rented only to a single family, not multiple tenants.
28. When a home is rented out, either the owner or the renter can have Association privileges, but not both.

TENNIS AND PICKLEBALL RULES

Facility Rules

29. Residents, their families and their non-residents shall abide by all rules and regulations of the Community as they may be amended from time-to-time.
30. The tennis and pickleball courts shall be open on the days and during the hours as may be established from time-to-time by the Board of Directors. Areas may also be closed from time-to-time for pre-scheduled events, maintenance and repairs.
31. Commercial advertisements shall not be posted or circulated in the tennis facilities nor shall solicitations of any kind be made on without the prior approval of the Board of Directors.
32. Other than as permitted by the Tennis Director, no petition shall be originated, solicited, circulated or posted on any of the tennis or pickleball courts.
33. No Resident shall request special favors or special services from tennis representatives or send any representative away from the tennis facilities without prior permission of the Tennis Director and Association. No person shall hire or discuss employment with representative without approval of the Board of Directors. No person shall request use of tennis equipment, supplies or services not normally made available for use by Residents.
34. Dogs are permitted on the grounds, but not on the court; they must be on a leash.
35. Suggestions, recommendations or compliments of any kind relating to tennis and pickleball operations and/or personnel should be submitted through Playbycourt.com and will be directed to the Tennis Committee. The committee will provide a written response within three business days. The matter will either be resolved at the committee level or escalated to the Board of Directors.
36. No unlicensed vehicles are permitted on the Tennis Facilities.
37. Smoking is not permitted.
38. No Resident, visitor or non-resident is allowed in the service or restricted areas of the Tennis Facilities.

39. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Community will subject the person in violation to potential disciplinary action in accordance with the Grievance Plan.
40. The Tennis Director has full authority to enforce these rules and any unresolved infractions will be reported to the Tennis Committee and escalated to the Board as needed.
41. In no event shall the Community discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap, sexual orientation or marital status.

Tennis Rules

42. The rules of Tennis as adopted by the U.S.T.A. shall apply at all times, except when in conflict with the local applicable rules or with any specific Boca Bath and Tennis rules and regulations.
43. All Residents and non-residents must register through PlaybyCourt.com, before starting to play and accept a Liability Waiver.
44. Players without a prearranged game are encouraged to activate the enabled "match feature" on Playbycourt.com or contact the Tennis Director who will assist in forming matches.
45. Court reservations, group lessons and clinics must be made by using the PlaybyCourt. com system.
46. Private lessons must be made in advance by contacting the Director of Tennis using the PlaybyCourt.com system. Non-residents who pay team fees follow the same procedure for requests as outlined for residents. These requests will be considered, in order in which received, if there is availability at 7 PM day in advance of lesson request.
47. At the end of their playing time, all players must promptly relinquish their court to the next players. Once a Resident is off the court, the Resident may sign up for the next available court time.
48. No skateboards, bicycles, roller skates, pets etc. are permitted on a court.
49. All trash or litter must be deposited in receptacles provided for that purpose.
50. Proper tennis etiquette as defined below and also set forth in the Code of Conduct and reviewed and signed at least annually by players and parents/guardians should be observed at all times. Excessive noise, racquet throwing, or profanity will not be permitted at any time.

    A. All persons preparing to enter or cross a court should wait until play has halted, then proceed quickly and quietly to their assigned court.
    B. All persons requesting the return of a tennis ball from another court should ask only when play on that court has halted. Players should not retrieve a tennis ball from another court themselves while other players are on that court.
    C. All persons should refrain from loud or offensive language on the court or while spectating. A low profile is both appropriate and appreciated.
    D. Persons not playing should stay off the court surfaces.

    Code of Conduct (Adapted from the USTA Code of Conduct)

    THE CODE FOR PLAYERS

    The Code is basically a summary of procedures and unwritten rules that custom, and tradition dictate all players should follow. No system of rules will cover every specific problem or situation. If players of goodwill follow the principles of The Code, they should always be able to reach an agreement, while at the same time making tennis more fun and a better game for All.

    Boca Bath and Tennis Club recognizes that we have tennis players of all experience and skill levels participating in our program and would like you to follow these guidelines:

- Play fairly and have fun
- Respect coaches and accept their directions and decisions
- Always give benefit of doubt on a call to your opponent
- Use your best efforts in training drills and competitive matches
- Refrain from the use of bad language and inappropriate gestures
- Refrain from interfering with play or players on other courts and enter the courts through appropriate gates
- Refrain from ball/racquet abuse
- Never use intimidation, unfair, or bullying tactics on or off the court
- Win with grace and lose with dignity
- When everything is said and done the bottom line is good sportsmanship – treat others the way you want to be treated!

THE CODE FOR PARENTS / GUARDIANS

Boca Bath and Tennis Club recognizes that parents and guardians have a major role to play in their child's enjoyment of tennis and would like you to follow these guidelines:

- Encourage good sportsmanship by demonstrating positive support for all participants, fans, coaches (Tennis Instructors and Tennis Director) during play.
- Place the emotional and physical well-being of all participating children ahead of any personal desire to win.
- Support coaches working with your child and consider the feelings of others in order to encourage a positive and enjoyable experience for all.
- Encourage your child to learn the rules of tennis and participate within them.
- Once your child enters the court – you strive to be their #1 FAN and only engage or enter the court if requested by a Coach.
- Discourage challenging/arguing with other children or Coaches.
- Set a good example of recognizing good sportsmanship and applauding the good performances of everyone.
- Never punish or belittle your child, or the opponent, for making mistakes.
- By your example, teach your child to respect the Tennis Program Staff and Facility.
- Treat other parents/guardians/players/coaches the way you would want to be treated, regardless of race, sex, creed, or tennis experience and ability.
- Share any concerns or complaints about any aspect of the Tennis Program to the Tennis Committee – including anything related to the Tennis Director of Tennis Staff – through PlaybyCourt. Please include specifics: incident, name(s), time, and description.

51. The Community may reserve courts for special events when needed.
52. The tennis facilities may be closed when necessary for maintenance operations or when dictated by safety considerations as determined by the Tennis Director.
53. Proper tennis shoes that are flat soled must be worn during play time. Cross-trainer or running shoes will not be permitted on the courts.

Pickleball Rules

54. The rules of Pickleball as adopted by the U.S.A.P.A. shall apply at all times, except when in conflict with local rules or with any of Boca Bath and Tennis rules and regulations.
55. All Residents and non-residents must register and reserve the court with PlaybyCourt.com before starting to play.
56. Players without a prearranged game are encouraged to call the Tennis Director who will assist in forming matches.
57. At the end of their playing time, all players must promptly relinquish their court to the next players. Once a Resident is off the court, the Resident may sign up for the next available court time.
58. No skateboards, bicycles, roller skates, etc. are permitted on a court.
59. All trash or litter must be deposited in receptacles provided for that purpose.
60. Proper Pickleball etiquette as set forth below should be observed at all times. Excessive noise, paddle throwing, or profanity will not be permitted at any time.
61. The Community may reserve the court for special events when needed.
62. The Pickleball facilities may be closed when necessary for maintenance operations or when dictated by safety considerations as determined by the Tennis Director.

Lessons and Clinics

63. The Tennis Director or his staff shall give private lessons, group lessons, and clinics to residents and non-residents. All lessons and clinics must be scheduled through PlaybyCourt.com.
64. Payments for clinics given to residents and/or non-residents shall be paid in advance on PlaybyCourt.com.
65. Payments for private lessons given to residents and/or non-residents shall be billed and paid through PlaybyCourt.com.
66. The Tennis Director has the authority to set aside a maximum of two (2) courts in morning peak times for resident lessons, clinics, and any other resident training or educational program.
67. The Tennis Director will coordinate clinics and provide staff for the clinics and activities that are offered weekly in PlaybyCourt.com.
68. The Tennis Director will offer other clinics and programs at other times of the day and night and will provide staff for them if there is sufficient court availability and player demand.
69. Residents will receive priority when booking private lessons, clinics or events.
70. Non-residents can participate in lessons with residents and junior clinics.
71. Clinics are only available to residents and non-resident team members that pay the community fee. Residents are given priority for scheduling and non-resident team members can sign up only 12 hours prior to clinics and a decision is made the night in advance at 7PM ET.

72. Residents can sign up for lessons in PlaybyCourt only up to 2 weeks in advance with a deadline of 12PM ET the prior day. There are no standing lesson days/times, but individual requests will be prioritized based upon the request receipt date. Any additional requests made after 12PM ET the prior day or on the day of the requested lesson are not guaranteed.

73. Non-resident team members that have paid the community fee can sign up for lessons in PlaybyCourt only 2 weeks in advance with a deadline of 12PM ET the prior day. Resident requests will be prioritized over all non-resident team member requests no matter the date of the request receipt and any requests made prior to the 12PM ET deadline will be communicated at 7PM the prior day. Any additional requests made after 12PM ET the prior day or on the day of the requested lesson are not guaranteed and will be prioritized after all resident requests have been fulfilled.

Ball Machine

74. The Ball machine is limited to residents over the age of 14. Children under 14 will be allowed if accompanied by an adult on the court or with the prior approval of the Tennis Director.
75. The ball machine is a practice tool, not a toy, and must always be used with great care as it can cause serious injuries.
76. Approach the machine only from the side or rear when power is on.
77. Children should never be allowed to run in front of the machine.
78. Please reserve the use of the ball machine on courts 1 or 2 by going to PlaybyCourt.com. When selecting players, add the second player as the ball machine.
79. There is a time limit of 60 minutes for single player use or 90 minutes for 2 players or more.
80. Standard tennis balls must be used, no red, orange or green balls, as they clog the machine and can cause damage.
81. No use is permitted when the courts are damp, as it can damage the machine.
82. Please keep balls off adjacent courts when possible.
83. Please retrieve any balls hit over the fence.
84. Notify the Tennis Director if you need assistance or see unsafe use.

Reservations and Cancellations

85. Residents and non-residents must be registered on PlaybyCourt.com in order to reserve courts, book lessons, clinics, and make payments.
86. Reservations must be made using PlaybyCourt.com, subject to availability.
87. All payments must be made through PlaybyCourt.com. Cash transactions are prohibited.
88. Only Residents may reserve courts. Non-residents are allowed to play with residents only.
89. At least 50% of the players on each court must be a resident during peak time 9am to 11am Monday-Saturday.
90. Players must sign up for the court they are playing on. If a player is on a court they haven't actually reserved, the players who have reserved the court will be entitled to have priority to use the court.
91. Reservations can be made up to 48 hours in advance.
92. Courts may be booked for up to 2 hours.
93. Repeated cancellations or failure to use court reserved may be subject to sanctions.
94. If a resident doesn't show up within 15 minutes after the start of the reservation, the reservation will be relinquished and the court might be assigned to another party.
95. Reservations may be canceled by the Tennis Director due to weather or maintenance related facilities closures.
96. If court availability is limited, resident court time, lessons and clinics will have priority over non-resident lessons.

Service Charges

97. Court usage is available to residents for up to 2 hours per session.
98. Private lessons are available for $65-70 per hour.

99. Morning Drills, hitting practice, and cardio tennis 1.5-hour sessions are $26.25 for residents and 1-hour sessions are $17.50. Non-residents pay $33.75 per 1.5-hour session, $7.50 of which will be due to Boca Bath and Tennis and $22.50 per 1-hour session, $5.00 of which will be due to Boca Bath and Tennis.

100. For Team play, where there is league play combined with regular weekly clinics to prepare for league matches, the fees will be set each season by the Tennis Director in coordination with the team captain.

101. Non-residents on day league teams, except 55Love, pay a fee of $325 per year to the Community.

102. Visiting Pros are allowed with the approval of the Tennis Director who will first meet the Pro to verify compliance with Boca Bath and Tennis insurance and other requirements, and to explain Boca Bath and Tennis Rules and etiquette.

103. No clinics, lessons, private instruction, team, or league match will be conducted unless under the supervision and approval of the Tennis Director.

104. Cash tipping is not permitted for regular services.

105. Service charges, fees to be evaluated annually by Tennis Committee in conjunction with Tennis Director; any changes will be recommended to Board for adoption and implementation.

Hours of Play

106. Courts 1-4 will open for use from 7:00am to 10:30pm, seven days per week.

107. Courts 5-8 will open from 7:00am to dusk, 7 days per week.

108. Some courts may be available earlier, subject to the Tennis Director approval and maintenance being completed.

Children

109. Children under ten (10) years of age are not allowed at the Tennis Facilities unless accompanied and supervised by an adult, except if attending tennis lessons, clinics or programming.

110. Residents are responsible for the conduct and safety of their children when at the Tennis Facilities.

Grievances

111. It is the intention of the community to resolve any non-compliance matters as neighborly and efficiently as possible.

112. Residents who do not comply with these Rules will first be verbally contacted by the Tennis Director, Tennis Committee chairperson or the Association.

113. A record will be kept of the incident. If continued non-compliance, a letter of caution will be issued by Tennis Director and Tennis Committee chairperson.

114. Repeated violation of Rules will result in Tennis Director and Tennis Committee chairperson issuing a letter to the resident advising that the matter has been escalated to the Board.

115. The Board can set an in-person hearing or communicate directly with the resident. If no resolution and resulting compliance with Rules, the Board may sanction the resident by suspending privileges or referring the matter to the HOA Attorney.

Contact Information

Tennis Director contact information:

Ken Hine Tennis Director 954.242.1417

kenbocabath@gmail.com

PlaybyCourt.com Link:

https://playbycourt.com/f/boca-raton-bath-tennis-club

ARCHITECTURAL REVIEW BOARD(ARB)

1. Prior to completing any and all improvements or structures of any kind, residents must determine the requirements as defined in the ARB, ACBR, Use Restrictions and Covenants, and other applicable Rules and Regulations and should contact the Property Management team with any questions. In addition, all City of Boca Raton applicable codes must be followed and no work shall encroach on any other homeowner's property. The Boca Bath and Tennis Homeowners Association Inc. reserves the right to request removal of any work completed if not as submitted and approved.
2. Boca Bath and Tennis Architectural Review Board (ARB), Architectural Criteria and Building Restrictions (ACBR), and Use Restrictions and Covenants are provided in Article VI, VII, and VIII of the Declaration of Protective Covenants and Restrictions and designate of Boca Raton Bath & Tennis Club, Inc (Boca Bath and Tennis).

ARTICLE VI
ARCHITECTURAL REVIEW BOARD

6.1 Architectural Review Board. The Board shall appoint an Architectural Review Board (the "ARB") consisting of five (5) members who need not be members of the Club. Members of the ARB shall serve at the pleasure and direction of the Board. Members of the Board may serve on the ARB. A majority of the ARB shall constitute a quorum to transact any business of the ARB, and the action of a majority present at a meeting at which a quorum is present shall determine the action taken by the ARB. The Board shall have the right to remove any member of the ARB. Any vacancy occurring on the ARB for any reason whatsoever shall be filled by the Board. The ARB may designate a representative to act on behalf of the ARB subject to the approval of the Board. No member of the ARB or any representative of the ARB shall be entitled to any compensation for services performed hereunder.

6.2 Powers and Duties of the ARB. No improvement or structure of any kind, including, without limitation, any building, wall, fence, swimming pool, tennis court, or screen enclosure, shall be erected, placed or maintained on any Lot; no landscaping or planting shall be commenced or maintained upon any Lot; and no addition, alteration, modification or change to any such improvement, structure, landscaping or planting shall be made without the prior written approval of the ARB. Two (2) complete sets of plans and specifications for proposed construction and landscaping shall be submitted to the ARB for its review, and no foundation shall be poured or construction or landscaping commenced without the prior approval of the ARB. Such plans and specifications shall include, as appropriate, the proposed location, grade elevations, shape, dimensions, exterior Color plans, approximate costs, and nature, type and color of materials to be used. The ARB may also require the submission of additional information and materials as may be reasonably necessary for the ARB to evaluate the proposed construction, landscaping or alteration. The Board shall have the right to refuse to approve any proposed plans or specifications which in its sole discretion are not suitable or desirable. The ARB shall evaluate all plans and specifications utilizing standards of the highest level as to the aesthetics, materials and workmanship and as to suitability and harmony of location, structures and external design in relation to surrounding topography, structures and landscaping. Any and all approvals or disapprovals of the ARB shall be in writing and shall be delivered to the Board and the respective Lot Owner. In the event the ARB fails to approve or to disapprove in writing any proposed plans and specifications within thirty (30) days after submission to the ARB of such plans and specifications and any and all other reasonably requested information and materials related thereto, then said plans and specifications shall be deemed to have been approved by the ARB. Further, if any landscaping or the construction of any improvement or structure is completed and the ARB does not indicate disapproval thereof for a period of sixty (60) days after the completion of such construction or landscaping, then such construction or landscaping shall be deemed to have been approved by the ARB. The ARB shall promulgate such further rules and regulations as it deems necessary and shall adopt a schedule of reasonable fees for the processing of applications to the ARB. The foregoing rules and regulations and fees shall be subject to approval by the Board. Without limiting the foregoing, no improvement or structures shall be constructed and no landscaping or planting shall be undertaken which is in violation of any covenant or restriction set forth in this Declaration.

ARTICLE VII
ARCHITECTURAL CRITERIA AND BUILDING RESTRICTIONS

7.1 Residential Building. No building shall be erected, placed, or permitted to remain on any Lot other than one (1) detached single-family dwelling and attached garage. Notwithstanding the foregoing, buildings and structures accessory to the use of the family occupying the dwelling may be erected on the Lot upon approval by the ARB provided that any such accessory buildings do not furnish residential accommodations for an additional family.

7.2 Building Lines. No structure shall be located nearer than twenty-five (25) feet to the front lot line. On any Lot having a curved front lot line, no structure shall be located nearer than twenty-five (25) feet to any point on the curved front lot line. No structure shall be located nearer than twenty-five (25) feet to any side street line, nearer than twenty-five (25) feet to a rear lot line, and nearer than fifteen (15) feet to a side interior lot line.

7.3 Building Height. The dwelling on each Lot shall not exceed thirty-five (35) feet in height and shall not contain more than two (2) stories.

7.4 Minimum Floor Space. Each single-story dwelling located on a Lot shall contain not less than 2,200 square feet of livable, enclosed floor area exclusive of garages and open or screened porches, terraces or patios, and each two-story dwelling located on a Lot shall contain not less than 2,200 square feet of livable, enclosed floor area exclusive of garages and open or screened porches, terraces or patios of which 1,600 square feet shall be at ground level.

7.5 Construction Quality. All dwellings shall be constructed in conformity with all Building Codes of the City of Boca Raton, Florida.

7.6 Exterior Treatments. The ARB shall encourage the treatment of masses, volumes, and voids on the exterior of dwellings rather than surfaces in order to create interesting exteriors. Finish materials stucco, decorative block, wood, brick and stone shall be allowed, and the ARB may prohibit the use of imitation and artificial material for facades. The use of more than two (2) materials (other than roof material and glass) shall be discouraged. The use of any type of material other than the foregoing or such use of more than two (2) materials shall not be permitted unless otherwise specifically approved by the ARB. Additionally, the front elevation material treatment shall have reasonable continuity on the side and rear elevations. All finish materials and a color plan shall be submitted for approval by the ARB, and such materials and color plan shall be consistent and harmonious with homes in the neighborhood.

7.7 Roofs. Flat roofs shall be permitted over Florida rooms, porches, patios and terraces. There shall be no flat roof on any other part of a building unless the ARB determines that such a flat roof is part of an overall acceptable modern or contemporary design. No built-up roof shall be permitted on pitched surfaces. The composition of all pitched roofs shall be tile, cedar shake shingle, slate, concrete, or other composition approved by the ARB. The roof pitch on pitched roofs shall not be less than 4:12 unless otherwise approved by the ARB.

7.8 Garages. Unless otherwise specifically approved by the ARB, no garage, tool shed, or storage room may be constructed separate and apart from the dwelling. Each dwelling shall have a private and enclosed garage for not less than two and not more than four cars. Garage doors shall be operated by an electric door opener. No carport shall be permitted unless otherwise specifically approved by the ARB as being part of a total design which contributes to the aesthetic appearance of the dwelling and the neighborhood. No garage shall be permanently enclosed or converted to other use without the substitution of another garage on the Lot meeting the requirements of this Declaration. All garages shall have a minimum width of twenty-two (22) feet for a two-car garage, thirty-three (33) feet for a three-car garage, and forty-four (44) feet for a four-car garage measured from the inside walls of the garage. Garages shall have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, two (2) sixteen-foot doors for a four-car garage, or, in the alternative, two, three or four individual overhead doors each having a minimum of eight (8) feet in width. Each garage shall have a service door.

7.9 Driveways. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance of the garage. All driveways shall be constructed with concrete or asphalt unless otherwise specifically approved by the ARB. An Owner shall repair in a neat and orderly fashion any and all curbs broken in construction of a driveway entrance.

7.10 Sidewalks. Each owner shall construct a sidewalk on Tract I contiguous to the front lot line of his Lot in accordance with the requirements of the Building Codes of the City of Boca Raton. Florida, and the composition, design and location of sidewalks shall be approved by the ARB.

7.11 Swimming Pools and Tennis Courts. All swimming pools and tennis courts constructed on a Lot shall be composed of materials determined by the ARB to have been thoroughly tested and accepted by their respective industry for such construction.

7.12 Recreation Facilities.

(a) All recreation facilities, including, without limitation by specification, swimming pools, tennis courts, and any other play or recreation structures, including basketball backboards, platforms, playhouses, dog houses, or other structures of a

similar kind or nature (collectively referred to herein as "Recreation Facilities"), and any patio, screening or other improvement constructed or used in connection therewith, whether on a Lot on which a dwelling is located or on an adjoining Lot purchased for the construction of any such Recreation Facility, shall be adequately walled, fenced or landscaped in a manner specifically approved by the ARB so as to provide a buffer between neighbors and prevent the general viewing thereof;

(b) No lighting of a Recreation Facility shall be permitted unless otherwise specifically approved by the ARB; and

(c) Lighting of a Recreation Facility shall be designed so as to buffer the surrounding residences from such lighting.

7.13 Sight Distances at Intersection. No wall, fence, hedge, shrub or planting which obstructs sight lines between two (2) and six (6) feet above roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street lines and a line connecting them at points twenty-five (25) feet from the intersection of such lines, or in the case of a rounded property corner, from the intersection of the street lines extended. No tree shall be permitted to remain within such areas unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

7.14 Landscaping. A landscaping plan for each Lot shall be submitted to and approved by the ARB. In reviewing landscaping plans, the ARB shall encourage Owners to submit plans which are consistent and harmonious with landscaping in the neighborhood. No artificial vegetation shall be permitted on a Lot outside of the structure thereon. No structure, planting or other material shall be placed or permitted to remain on a Lot which may damage or interfere with the elevation or slope of the surface of the Lot, create erosion or sliding problems, change the direction of flow of drainage channels, or obstruct or retard the flow of water through drainage channels. The entire Lot and any portion of Tract I between the street pavement and the front lot line of a Lot, shall be irrigated and maintained by the Owner of the respective Lot. Sod shall be required in the front and side yards of a Lot and such Tract I area. Seeding or sprigging will be permitted in the rear yard of a Lot. Each Lot and such Tract I area shall have installed an underground sprinkler system capable of sprinkling regularly and sufficiently all lawn and plant areas of the Lot and such Tract I area.

7.15 Trees. No tree greater than three (3) inches in diameter and greater than five (5) feet in height above the natural grade of the Lot shall be cut or removed without the specific prior approval of the ARB. The ARB may require that any such trees removed from a Lot be transplanted to a Common Area at the expense of the respective Lot Owner.

7.16 Non-Interference With Easements. No structure, planting or other material shall be placed or permitted to remain on a Lot which may damage or interfere with the installation and maintenance of utilities or drainage facilities located in the utility and drainage easements shown on the Plat or the installation and maintenance by the Club of any fence, wall, hedge, planting, tree or other improvement or landscaping located on a no access or planting easement on a Lot. The easement area located on each Lot and all improvements thereon shall be maintained continuously by the Lot Owner except for those improvements the maintenance of which is the responsibility of a public authority, private utility, or the Club.

7.17 Utility Connections. Connections for all utilities, including, but not limited to, water, sewage, electricity, telephone and television shall be run underground from the proper connecting point to the building structure in such a manner as is acceptable to the respective utility authority or company and the ARB.

7.18 Individual Water Supply. No individual water supply system shall be permitted on any Lot except for a well and pump to provide water for a lawn sprinkler system.

7.19 Individual Sewage Disposal System. No individual sewage disposal system shall be permitted on any Lot.

7.20 Air-Conditioning Units. No window or wall air-conditioning units shall be permitted on any Lot. Compressors and fans for central air-conditioning systems which are located outside the exterior of a building shall be adequately walled, fenced or landscaped to prevent any unreasonable noise thereof.

7.21 Mailboxes. The ARB shall approve the location, size, design and material of any mailbox, paperbox or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material to a dwelling. In the event the United States Postal Service makes available delivery service of mail to individual dwellings located on Lots, the ARB may require that all mailboxes, paperboxes or other such receptacles previously utilized by Owners be attached to dwellings in a form and manner acceptable to the ARB.

7.22 Awnings. No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of any building unless such

awnings, canopies or shutters have been approved by the ARB.

7.23 Antennae and Aerials. No antennae or aerials shall be placed upon any Lot or affixed to the exterior of any building, and no antennae or aerial placed or affixed within a building shall extend or protrude beyond the exteriors of such building, without the prior approval of the ARB.

7.24 Clothes Drying Area. No clotheslines or other facilities or apparatus for the drying of cloches outside of a dwelling shall be constructed on a Lot.

7.25 Signs. The size and design of all signs located on a Lot shall be subject to the approval of the ARB. No sign of any kind shall be displayed to general view on any Lot except under the following circumstances:

(a) Directional or traffic signs installed by the appropriate governmental authority or by Developer;

(b) Developer may display signs on Lots;

(c) One "For Sale" sign not more than six (6) square feet may be placed on a Lot by the original builder of the dwelling thereon;

(d) Lot Owners shall not display any sign of any character indicating that a dwelling or Lot is for rent or for sale, however, an Owner may, at any time that he or a designated representative is in attendance, display a sign not exceeding five (5) square feet of a design approved by the ARB displaying the word "Open;" and

(e) A name plate and address plate in size and design approved by the ARB.

7.26 Temporary Structures. No structure of a temporary character, whether a trailer, tent, shack, garage, barn or any other such building, shall be placed on any Lot; provided, however, a temporary storage or out-building for materials and supplies may be used in connection with and during the construction of a dwelling provided that it be removed immediately from the Lot upon the completion of such construction.

7.27 Completion of Construction and Repairs. The construction of any new building or the repair of any building damaged by fire or otherwise shall be completed reasonably promptly. The failure of an Owner to complete any such construction for a period of more than six (6) months or to Repair or Remove damaged debris from a Lot for a period of more than one (1) month shall be deemed unreasonable.

ARTICLE VIII
USE RESTRICTIONS AND COVENANTS

8.1 Residential Use. The Lots shall be used solely for single-family Residential purposes and or no other purpose. No business or commercial building may be erected on any Lot and no business or commercial activity may be conducted on any Lot except for a sales and marketing program of the Lots by Developer and the construction and sale by builders of homes on Lots in accordance with the terms and provisions of this Declaration

8.2 Further Subdivision. No Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots. In the event that a Lot is increased in size pursuant to the foregoing, the provisions of the covenants and Restrictions in Article VII immediately preceding and this Article VIII shall apply thereto as a single Lot.

3. Additional approved Board Rules and Regulations are provided in, Setback Requirements, Fence Policy, Pool and Landscaping Deck Regulations, Tree Removal and Replacement, Artificial Turf, Generator Installation Checklist, and Service Contractor Rules.

SETBACK REQUIREMENTS

No variances will be given for setback requirements. No structure will be permitted in setbacks, i.e. any new or renovated extension of house; any screen enclosed patio.

All corner lots have a 25 foot street setback and the remaining two setbacks will be determined depending on how those sides relate to the neighboring lot.

FENCE POLICY

PROPERTY FENCING

The design and materials of any fence must be shown, either on a site plan or by separate drawing with property lines detailed. Property line fences must be bronze in color, constructed of aluminum and may not exceed four {4) feet in height or must comply with current minimum City Code. Any fence that is less than 15' from any property line will be classified as a property line fence.

No concrete, chain link, wood or chicken wire fencing will be permitted.

Setbacks for fences are fifty (50) feet from the front property line, and not closer to the front property line than the front corner of the home, and zero (0) feet from the side and rear property lines. Corner lots will require fifty (50) feet from the front property line, and not closer to the front property line than the front corner of the house and twenty-five (25) feet from the side property line and no closer to the side property line than the house.

All fences facing a street must be screened with approved. landscaping except for gates which may remain visible.

PRIVACY FENCING

Privacy walls may enclose up to 400 square feet and may be constructed of concrete no higher than six (6) feet which may contain up 25% of their area of another material such as wood or glass block. No such wall may be further than ten (10) feet from the building at any point. No single length of wall may be longer than twenty-five (25) feet, except when the privacy wall wraps the corner of the home, in which case a single length of wall may be thirty (30) feet.

Approval of the installation of privacy walls and their placement shall be at the discretion of the ARB.

Other than landscaping specifically required under the fence policy, all other landscaping shall be submitted for approval and will be reviewed separately per article 7.14 of the "Architectural Criteria and Building Restrictions" of the Boca Raton Bath & Tennis Club Homeowner Documents.

No fencing of any kind shall be Installed unless and until the approval thereof shall be obtained in writing from the Architectural Review Board.

POOL AND LANDSCAPING DECK REGULATIONS

This Regulation is hereby adopted by the Architectural Review Board ("ARB") of Boca Bath & Tennis as a clarification of the word "structure" as described in Article VII, Section 7.2 of the

Architectural Criteria and Building Restrictions set forth in the Boca Bath & Tennis Declaration of Covenants and Restrictions.

A swimming pool deck or landscaping deck may extend up to 10' into the rear setback of the property. However, if no part of the homeowner's rear property line touches the property line of any other lot in the community, a swimming pool deck or landscaping deck may extend up to 15' into the rear setback of the property.

In either case, no part of the deck that is within the rear setback zone shall be greater than 30" in height above the ground ("grade level"). The base level of the deck can be no more than 12" above grade level, and no more than 25% of the deck may be higher than the base level of the deck. The deck may incorporate landscaping elements, and must be constructed of materials that are approved by the ARB.

A deck that meets these requirements may be constructed only after approval by the ARB in accordance with its rules, regulations and policies, and if approved will not be deemed to be a "structure" under the terms of Section 7 .2.

The water's edge of a swimming pool may not extend into the 25' rear setback of the property.

However, if no part of the homeowner's rear property line touches the property line of any other lot in the community, the water's edge of a swimming pool may extend up to 15' into the 25' rear setback of the property. in this case, neither the water's edge of a swimming pool nor the swimming pool or landscaping deck may be any less than 10' from the rear property line.

The water's edge of a swimming pool must be at least 3' from the side setback of any property.

These regulations shall not be deemed to override any and all requirements of the codes, ordinances and regulations of the City of Boca Raton or any other governing authority having jurisdiction over the construction of improvements discussed above, and all improvements constructed must also comply with all such codes, ordinances and regulations.

Tree and Shrub Removal and Replacement

Removal of all trees and shrubs of any size from medians, swells, roadways, park or other community owned property must first be reviewed by the ARB and ultimately approved by the Board. All pruning of all vegetation shall only be performed by landscapers designated by the Board. All new plantings of trees and shrubs shall require review by the ARB and ultimate approval from the Board.

Removal and or replacement of all trees of any size and shrubs larger than 5 foot from residential lots must first be reviewed and approved by the ARB. Pruning in keeping with standard landscape maintenance does not require approval.

Tree removal applications shall be provided by the ARB or Property Management Team. The application shall include a written statement that specifies the location of the property and reasons for removal, relocation, or replacement. The ARB may require submission of a landscape plan, photographs of the site, or an aerial photograph when approval is requested. If the tree is being removed due to disease or injury, the application must be accompanied by a letter from a certified arborist.

Approval to remove trees and shrubs shall not be issued unless one or more of the following conditions exist:

A. The tree or shrub cannot be relocated on or off the site because of its age, type, or size.

B. The tree or shrub constitutes an unreasonable impediment to development of a permitted use of the property by virtue of their location in a buildable area or yard area where structures or improvements are to be placed.

C. The tree or shrub is diseased, or injured, interfere with existing or proposed utility services, create unsafe visual conditions affecting vehicular traffic, conflict with requirements of other ordinances or are a threat to the public health, safety, and welfare.

The application for a tree or shrub removal approval shall be responsible for their relocation or replacement or, in lieu thereof, provide payment into the Community Landscape Trust account for trees that cannot be relocated, replaced, or installed due to preexisting site development constraints as determined by the ARB. Native trees and palms in good condition must be preserved on site or relocated.

Relocated trees shall be installed in a sound and skilled manner according to accepted planting practices and shall be in accordance with the following:

If the tree is transplanted, it shall be moved by the property owner in accordance with the National Arborist Standards or other professional arborist association, currently the ANSI A-300 standards, to another location and maintained by the property owner.

(1) Characteristics. Replacement trees shall have shade and screening potential equal to or superior to that of the trees they replace at the time of the initial installation, except as provided as follows:

A. Trees that are 20 feet or more in canopy size shall be mitigated based upon size of the existing tree canopy, not the number of trees (i.e., if 100 square feet of existing canopy is removed, 100 square feet of canopy shall be planted). Suggested tree species listed by canopy coverage category can be referenced as provided in the landscape design manual, as amended from time-to-time, and available for inspection by the community administrator.

B. Palm trees shall be mitigated on a one for one basis. Shade trees shall be mitigated on a one for one basis. Ornamental trees shall be mitigated on a one for one basis. Shrubs shall be mitigated on a one for one basis.

(2) Payment in lieu. If it is determined by the ARB that the application for tree or shrub removal should be approved, but replacement, relocation, or installation of trees and shrubs is not feasible due to site constraints, the following shall apply:

A. The applicant/owner shall make a payment of $2,000 to the Community Landscape Trust account in lieu of actual tree or shrub replacement or installation. Funds collected pursuant to this section shall be expended, by the Board, for the purchase of trees or shrubs for placement on public properties within the community.

B. Any funds received shall be utilized to plant trees in all blank swale areas are covered, subsequent funds shall be utilized for other common areas within the community.

(3) Minimum standards. All replacement trees shall be equal to or better than Florida Department of Agriculture Number 1 Grade Standard. All trees replaced or relocated pursuant to this section must be in a healthy, living condition one year from the date of

planting Replacements that are not established, have failed to a degree that survival is not probable, or have died must be replaced with healthy specimens. Such replacements must continue until a tree is established at the approved location.

(4) Removal and disposal of diseased trees. Trees which are determined by the ARB to be diseased and to be a potential source for contaminating other trees, or for spreading tree infection or disease, shall be removed and disposed of without undue delay on an emergency basis, as the circumstances may require. The lethal yellowing disease of coconut trees shall be considered an emergency tree infection or disease.

(5) Penalty for violation of protected trees. In addition to penalties in the by-laws, the community shall have the option of pursuing civil actions in a court of competent for violation of any provision of this section or any special condition which may be imposed in a permit or other development order. The court or special magistrate may order a combination of tree replacement and fines for violations of this section. Funds collected as fines for violation of this section shall be expended for the purchase of trees for replacement on public property within the community. Replacement of illegally removed trees may be required as restitution in lieu of fines.

ARTIFICIAL TURF

All proposed installations of artificial turf must be approved by the Architectural Review Board. For this purpose, a site plan must accompany the application indicating where the installation is to be executed and a specification sheet from the artificial turf supplier warranting that the proposed artificial turf and the installation meets the Community's specifications. 50% backyard only.

The use and location of artificial turf shall be limited to the following:

(1) On residential lots in the rear yard or side yard; or

(2) On upper floor or roof top terraces or

(3) On driveways and paths between pavers, width of artificial turf not to exceed 4 inches;

Artificial turf shall not be:

(1) A part of any landscape buffers required;

(2) Visible from a road or street except for application (3) above;

(3) Installed within permanent drainage features (e.g., ponds, swales).

(4) Turf shall not exceed 50% of ground cover.

All artificial turf shall comply with each of the following minimum standards:

(1) Artificial turf shall consist of green lifelike individual blades of grass that emulate natural turf in look and color.

(2) Where artificial turf is utilized for recreational uses (e.g., playgrounds), the artificial turf product installed shall be designed for the intended use and meet the appropriate additional standards.

(3) Artificial turf installations shall have a minimum permeability of 30 inches per hour per square yard.

(4) All artificial turf shall have a minimum eight year manufacturer's warranty that protects against color fading and a decrease in pile height.

(5) Artificial turf shall be lead free.

(6) All materials must include test documentation which declares that the artificial turf yarn and backing materials are disposable under normal conditions, at any U.S. landfill station (Total Content Leach Protocol (TCLP) test). Documentation must also be provided that identifies all components that are recyclable and all components that consist of recycled material.

(7) The use of indoor or outdoor plastic or nylon carpeting as a replacement for artificial turf or natural turf shall be prohibited.

Installation, maintenance and repair:

(1) All artificial turf shall, at a minimum, be installed according to the manufacturer's specifications.

(2) All artificial turf installations shall be anchored to ensure that the turf will withstand the effects of wind.

(3) All seams shalt be secured and edges shall be trimmed to fit against all regular and irregular edges to resemble a natural look.

(4) Proper drainage shall be provided for all artificial turf installations to prevent excess runoff or pooling of water.

(5) Artificial turf shall be visually level, with the grain pointing in a single direction.

(6) An appropriate solid barrier device or border (e.g., concrete mow strip, stone or paver landscape border) is required to separate artificial turf from soil, sod and live vegetation. It is left to the discretion of the Architectural Review Board if a proposed solid border is sufficient.

(7) Precautions for installation around existing trees shall be monitored and may be restricted to ensure tree roots are not damaged with the installation of the base material and that the overall health of the tree will not be compromised

(8) All artificial turf shall be maintained in a green fadeless condition and shall be maintained free of dirt, mud, stains, weeds, debris, tears, holes, and impressions. Maintenance shall include, but not be limited to cleaning, brushing, debris removal; repairing of depressions and ruts to maintain a visually-level surface; elimination of any odors, flat or matted areas, weeds, and invasive roots; and all edges of the artificial turf shall not be loose and must be maintained with appropriate edging or stakes.

(9) All artificial turf must be replaced if it falls into disrepair with fading or holes or loose areas. Replacement and/or repairs shall be done with like for like materials from the same manufacturer and done so in a manner that results in a repair that blends in with the existing artificial turf.

GENERATOR INSTALLATION CHECKLIST

The Guidelines generally follow the same criteria as used for the placement of air conditioners and pool equipment. In order to obtain approval for the placement of a permanently installed generator, an applicant must submit the following with their ARB submittal form. The following are minimum requirements and the ARB reserves the right to add other conditions it deems appropriate:

A. Size of generator - kw's and physical dimensions

B. Slab dimensions

C. Landscape plan (the generator must not be visible from any neighboring property or any of the common areas of the community).

D. Location of gas tank, if any

   i. Must be continuous to building with only enough space between the house and the generator to allow for servicing. Placement outside of garden walls, fences, etc. will not be permitted.

ii. Must be located behind the front line of the home, (if the front of the home is not a straight line, then the location must be behind the front line of the home on the side where the generator is to be located), copies of permits for installation must be delivered to the Management Office with 7 days of issuance by the City of Boca Raton.

E. In order to install a generator, you must meet both the A.R.B, criteria and City Code. The ARB criteria might be more restrictive than City Code.

SERVICER CONTRACTOR RULES

While working in Boca Bath & Tennis there are certain rules that must be followed. Please obey these rules in order to keep our residents from complaining about any contractors disobeying them.

(1) Contractors may work between 8:00 a.m. and 6:00 p.m. No service contractors allowed in on Sundays or Holidays.

(2) No pets are allowed to be brought in by service contractors.

(3) State law requires that your county/ state license number be displayed along with the company name on the side of all commercial vehicles.

(4) Vehicles are never allowed to be left unattended on a vacant lot or on the residents property.

(5) No parking on non-owner swales (grass between sidewalk and road) or the sidewalks.

(6) No blocking of driveways or mailboxes.

(7) Speed limit in our community is 25 m.p.h. Any contractors found exceeding these limits may be banned from the community.

(8) All vehicles must stop for stop signs (we have young children in our community).

(9) No signs permitted on property.

(10) Contractors will be held liable for any damage to community or resident property and will be expected to provide immediate restitution for such damages.

(11) The construction site must be free of unsightly trash, weeds and underbrush debris at all times. A dumpster is required and must be emptied within 72 hours after debris is evident from the street. No trash may be burned at anytime. While construction is in progress the job site must be maintained. If there is a named hurricane projected to hit our area in 48 hours, the dumpster should be removed or emptied.

(12) Port-a-let site must be pre-approved by the ARB. and placed behind tree swale line with entrance hidden from street view.

(13) Common Area/Swale cannot be used for placement or storage of building materials.

(14) All permits must be posted on individual lots, not swale area.

(15) At no point can non-Association work-related vehicles use Association property.

4. Residents must submit the latest version of the ARB Application with all required information, documents, agreements (resident and contractor), samples, and other applicable requirements not less than one week prior to ARB Meeting, which is the second week of each month, to allow for review.
5. Formal agreements are required to be signed by Owners and Contractors to indemnify and protect the community and highlight the need for their Contractors to use commercially reasonable procedures to provide maximum safety and protection from harm for the community (e.g., fencing, daily magnet sweeps, etc.)
6. Each ARB request will be assigned a Categorization Level: Category 1 (New Construction/Tear Downs and Addition to Principal Structure including swimming pools, fences, permanent concrete installation, roof lines, etc.) and Category 2 (Home Improvements for existing locations of all changes)
7. Refundable security deposits are required in the event of damage to Common Areas (landscape, sidewalks, etc.) and the following impact/compliance deposit fees were approved by the Board:
    A. $1,000 fee for non-ARB approvals, such as interior renovations, which require the use of a dumpster;
    B. $2,000 fee for ARB Category 2 (Home Improvements for existing locations of all changes) approvals;
    C. $5,000 fee for ARB Category 1 (New Construction/Tear Downs and Addition to Principal Structure including swimming pools, fences, permanent concrete installation, roof lines, etc.) approvals
8. All deposits will be returned only after the applicable certifications are provided by the Owners to the ARB Committee.
    A. For Category 1 ARB Requests - Owners must submit an Architect's As-Built Certification or other applicable certifications.
    B. For Category 2 ARB Requests - Owners must self-certify by providing current pictures with their ARB Applications and then after pictures when the job is completed.
9. ARB Timelines for Approvals (unless approved by Association):
    A. For Landscaping and Other Minor Projects: Work to start within 30 days of approval and be completed within 60 days of start date.
    B. For Roof Replacements: Work to start within 45 days of approval and be completed within 90 days of start date.
    C. For Category 2 ARB Project: Work to start within 60 days of approval and be completed within 180 days of start date.
    D. For Category 1 ARB Projects: Work to start within 60 days of approval and be completed within 300 days of start date.

2024 ADOPTED BUDGET

BOCA RATON BATH AND TENNIS CLUB, INC.
January 1, 2024 - December 31, 2024
FINAL APPROVED BUDGET

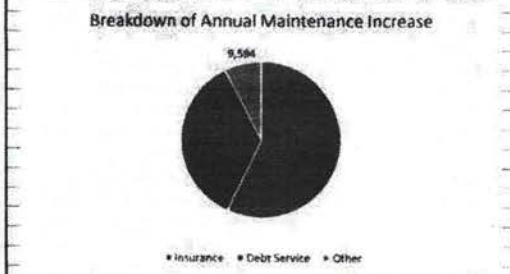
2024 Budget - Final

Account	Description	2023 Adopted	YTD 8-31-23	Projected 12-31-23	2024 Approved	Change ($) - 2023 Adopted	Change (%) - 2023 Adopted	Change ($) - Projected	Change (%) - Prejected
	Income								
40000	Maintenance Income	**$1,846,800**	$1,231,200.00	$1,846,800.00	**$1,973,000**	**$126,200**	7%	**$126,200**	7%
40025	Returned Check Fees	$0.00	$60.00	$90.00	$0.00	$0.00	0%	$90.00	-100%
40030	Tennis Revenue - PBC	$210,000	$136,555.49	$204,833.24	$210,000.00	$0.00	0%	$5,166.77	3%
40035	Non-Resident Tennis Revenue	$10,000	$9,294.17	$13,941.26	$10,000.00	$0.00	0%	$3,941.26	-28%
40040	Clubhouse Rental	$0	$0.00	$0.00	$0.00	$0.00	0%	$0.00	0%
40045	Cable Income	$3,645	$5,670.00	$8,505.00	$9,000.00	$5,355.00	147%	$495.00	6%
40050	Bar Code Fee/Misc Income	$2,500	$1,260.00	$1,890.00	$2,000.00	$500.00	-20%	$110.00	6%
40235	Surplus Carryover Income	$0.00	$0.00	$0.00	$0.00	$0.00	0%	$0.00	0%
40080	Interest Income-Investments	$0.00	$1,158.72	$1,738.08	$2,000.00	$2,000.00	0%	$261.92	15%
40078	Interest Income-Members	$0.00	$2,976.64	$4,464.96	$4,000.00	$4,000.00	0%	$464.96	-10%
40100	Legal Recovery	$0.00	$5,500.00	$8,250.00	$0.00	$0.00	0%	$8,250.00	-100%
	Total Revenue	**$2,072,945**	**$1,393,675.02**	**$2,090,512.53**	**$2,210,000.00**	**$137,055.00**	**7%**	**$119,487.47**	**6%**
	Expenses								
UTILITIES									
54050	Electric	$52,000	$45,395.55	$68,093.33	80,000.00	28,000.00	54%	11,906.68	17%
54060	Cable	$276,607	$183,840.01	$275,760.02	276,000.00	-607.00	0%	239.98	0%
54100	Telephone	$6,000	$3,463.28	$5,194.92	6,000.00	0.00	0%	805.08	15%
54080	Trash	$9,000	$9,064.36	$13,596.54	14,000.00	5,000.00	56%	403.46	3%
54070	Water & Sewer	$3,000	$2,219.15	$3,328.73	4,000.00	1,000.00	33%	671.28	20%
	Total Utilities	**$346,607**	**$243,982.35**	**$365,973.53**	**380,000.00**	**33,393.00**	**10%**	**14,026.48**	**4%**
OPERATING EXPENSE									
60090	Landscape Conract	$157,500	$101,800.00	$152,700.00	161,000.00	3,500.00	2%	8,300.00	5%
60079	Tree Trimming/Pruning	$90,000	$33,840.00	$50,760.00	95,000.00	5,000.00	6%	44,240.00	87%
71010	Lawn & Ornamental Pest Control	$12,000	$6,950.00	$10,425.00	11,000.00	-1,000.00	-8%	575.00	6%
70132	Pest Control - Clubhouse	$0	$472.00	$708.00	2,000.00	2,000.00	0%	1,292.00	182%
61045	Security	$229,000	$145,874.05	$218,811.08	229,000.00	0.00	0%	10,188.93	5%
60075	Clubhouse Cleaning	$7,500	$4,430.11	$6,645.17	8,000.00	500.00	7%	1,354.84	20%
60085	Lake Service	$5,500	$3,705.47	$5,558.21	6,000.00	500.00	9%	441.80	8%
61020	Pool Service	$25,000	$17,016.00	$25,524.00	27,000.00	2,000.00	8%	1,476.00	6%
71111	Tennis Pro - Salary	$59,000	$36,000.00	$54,000.00	59,000.00	0.00	0%	5,000.00	9%
71112	Tennis Pro - Variable Comp	$213,500	$123,380.51	$185,070.77	210,000.00	-3,500.00	-2%	24,929.24	13%
71113	Tennis Assistant Pro - Salary	$10,000	$0.00	$0.00	10,000.00	0.00	0%	10,000.00	0%
71119	Tennis Reservation Merchant Fee	$6,500	$6,922.24	$10,383.36	11,000.00	4,500.00	69%	616.64	6%
71114	Tennis Reservation System	$2,400	$1,600.00	$2,400.00	3,000.00	600.00	25%	600.00	25%
61053	Tennis Court Maintenance	$60,000	$34,720.00	$52,080.00	60,000.00	0.00	0%	7,920.00	15%
	Total Operating	**$877,900**	**$516,710.38**	**$775,065.57**	**892,000.00**	**14,100.00**	**2%**	**116,934.43**	**15%**
REPAIR/MAINTENANCE									
70135	Annual Plantings	$12,000	$1,964.29	$2,946.44	13,000.00	1,000.00	8%	10,053.57	341%
70073	Irrigation Repair/Maintenance	$30,000	$25,647.78	$38,471.67	30,000.00	0.00	0%	-8,471.67	-22%
70060	Misc Repair/Maintenance	$30,000	$22,929.11	$34,393.67	30,000.00	0.00	0%	-4,393.67	-13%
71160	Clubhouse Maintenance	$6,000	$3,624.41	$5,436.62	6,000.00	0.00	0%	563.39	10%
70095	Pool Repair	$5,000	$6,182.00	$9,273.00	5,000.00	0.00	0%	-4,273.00	-46%
71150	Gate/Guardhouse Repair	$10,000	$4,634.66	$6,951.99	7,000.00	-3,000.00	-30%	48.01	1%
71152	Electrical/Plumbing Repair	$5,000	$14,448.66	$21,672.99	5,000.00	0.00	0%	-16,672.99	-77%
71056	Tennis Repair	$20,000	$19,650.75	$29,476.13	20,000.00	0.00	0%	-9,476.13	-32%
71080	Sidewalk Repair/Maintenance	$30,000	$8,450.00	$12,675.00	32,000.00	2,000.00	7%	19,325.00	152%
71170	Wall Maintenance	$10,000	$0.00	$0.00	0.00	-10,000.00	-100%	0.00	0%
70070	Holiday Lighting	$12,000	$5,025.50	$7,538.25	13,000.00	1,000.00	8%	5,461.75	72%
	Total Repair/Maintenance	**$170,000**	**$112,557.16**	**$168,835.74**	**161,000.00**	**-9,000.00**	**-5%**	**-7,835.74**	**-5%**
EMPLOYEE EXPENSE									
71175	Management Salary	$2,500	$0.00	$0.00	0.00	-2,500.00	-100%	0.00	0%

BOCA RATON BATH AND TENNIS CLUB, INC.
January 1, 2024 - December 31, 2024
FINAL APPROVED BUDGET

Account	Description	2023 Adopted	YTD 8-31-23	Projected 12-31-23	2024 Approved	Change ($) - 2023 Adopted	Change (%) - 2023 Adopted	Change ($) - Projected	Change (%) - Projected
	Total Employee Expense	$2,500	$0.00	$0.00	0.00	-2,500.00	-100%	0.00	0%
ADMINISTRATIVE EXPENSE									
50005	Audit Fee	$4,500	$3,150.00	$4,725.00	5,000.00	500.00	11%	275.00	6%
50012	Bad Debt	$0.00	$334.36	$501.54	1,000.00	1,000.00	0%	498.46	99%
50045	Legal Fee	$25,000	$10,177.20	$15,265.80	15,000.00	-10,000.00	-40%	-265.80	-2%
61000	Management Fee	$136,369	$86,273.36	$129,410.04	130,000.00	-6,369.00	-5%	589.96	0%
61010	Non-Routine Management Fee	$5,000	$341.68	$512.52	0.00	-5,000.00	-100%	512.52	-100%
50055	Office Supplies	$9,000	$9,260.12	$13,890.18	14,000.00	5,000.00	56%	109.82	1%
50095	Entertainment	$26,000	$11,901.75	$17,852.62	26,000.00	0.00	0%	8,147.38	46%
60020	ABDI Gate Access Website	$4,200	$2,800.00	$4,200.00	5,000.00	800.00	19%	800.00	19%
52030	Insurance - Casualty	$60,000	$63,693.45	$95,540.18	132,000.00	72,000.00	120%	36,459.83	38%
50114	Debt Service	$214,394	$109,739.82	$164,609.73	259,000.00	44,606.00	21%	94,390.27	57%
50140	Green Committee	$2,000	$0.00	$0.00	0.00	-2,000.00	-100%	0.00	0%
50051	Fees/Dues/Permits/License/Tax	$500	$429.25	$643.88	1,000.00	500.00	100%	356.13	55%
50145	Website Expense	$2,100	$1,200.00	$1,800.00	2,000.00	-100.00	-5%	200.00	11%
	Total Administrative Expense	$489,063	$298,617.63	$447,926.45	590,000.00	100,937.00	21%	142,073.55	32%
RESERVES									
90050	Tennis Court Reserve	$75,000	$50,000.00	$75,000.00	0.00	-75,000.00	-100%	-75,000.00	-100%
90040	Irrigation Reserve	$50,000	$33,333.36	$50,000.04	0.00	-50,000.00	-100%	-50,000.04	-100%
90005	Wall Reserve	$50,000	$33,333.36	$50,000.04	0.00	-50,000.00	-100%	-50,000.04	-100%
90070	General Reserve	$11,875	$7,916.56	$11,874.84	187,000.00	175,125.00	1475%	175,125.16	1475%
	Total Reserves	$186,875	$124,583.28	$186,874.92	187,000.00	125.00	0%	125.08	0%
	TOTAL Income	$2,072,945	$1,393,675.02	$2,090,513	2,210,000.00	137,055.00	7%	119,487.47	6%
	TOTAL Expense	$2,072,945	$1,296,450.80	$1,944,676	$2,210,000	$137,055	7%	$265,324	14%
	NET INCOME/(LOSS)	$0	$97,224.22	$145,836	0.00	0.00	0.00	-145,836.33	-1.00

	2023 Maintenance			2024 Maintenance	2024 Maintenance	2024 Maintenance	2024 Maintenance	2024 Maintenance
Annual	$7,600			$8,119	$519	$0	$519	$0
Semi-Annual	$3,800			$4,060	$260	$0	$260	$0



Insurance	57%
Debt Service	35%
Other	8%
Total	100%

11/8/23

ARCHITECTURAL REVIEW BOARD APPLICATION

SUBMIT
(FOR ALL EXTERIOR CHANGES APPROVAL REQUIRED)

BOCA BATH & TENNIS

Application to Architectural Review Board (ARB)

All Requests must be submitted not less than One Week prior to ARB Meeting to allow for review. We do not want to postpone a decision on your project due to an incomplete application. Deposits are required in the event of damage to Common Areas (landscape, sidewalks, etc.)

Date: _____ Cell Phone: _____ Daytime: _____

Applicant: _____

Address of Property: _____

Current Mailing Address: _____

_____

Builder: _____ Contractor License #: _____

Address: _____

Phones: Work: _____ Cell: _____

Type of Proposed improvement(s): Please circle the one most applicable

- ☐ House
- ☐ Driveway
- ☐ Painting
- ☐ Generator
- ☐ Pool
- ☐ Landscaping
- ☐ Patio
- ☐ Fence
- ☐ Lighting
- ☐ Recreation/Playground/ Basketball Hoop

Other: _____

The following documents must be attached with each request including current pictures of the "as-is" condition of the proposed improvement(s) areas:

- Fence (New, addition or change): Note: Only Bronze, single rail, 48" height fence is allowed
  - ☐ Contract
  - ☐ Survey, with landscape plan
  - ☐ Picture of fence
- Painting:
  - ☐ **color samples for wall and fascia, garage door and front door paint must accompany your application**

BOCA BATH & TENNIS

- New Construction/Renovation:

  - ☐ "Sealed" Site Plans (2 Sets) - Note: if changes to original plan, the changes must be denoted (clouded) on the new plans submitted
  - ☐ Exterior materials (need samples for ARB Review* - example: roof tile/flooring-paver tile/ledger stone)
  - ☐ Landscape Plans (2 Sets)

✓ **Description of work (attach more pages, if required, to fully explain the project:**

- Lighting:

  - ☐ Contract
  - ☐ Survey
  - ☐ Plan denoting location of lighting

- Pool (New or renovation):

  - ☐ Contract
  - ☐ Survey with pool/deck/location of outdoor kitchen/gril
  - ☐ Samples of deck material must be provided (Paver, tile, etc.)
  - ☐ Pictures of additions are needed. Examples: Waterfall, spa, kitchen center

- Recreation/Playground Equipment/Basketball Hoop:

  Note: These items must be screened with landscaping from a street or park view.

  - ☐ Survey (Placement must be 25' setback from Rear of Property and 10' from Side)
  - ☐ Picture of item(s)
  - ☐ Dimensions needed to determine height /width/depth.

- Roof:

  - ☐ Contract
  - ☐ Sample(s) of roof material with actual color(s) must accompany application.

Note: The ARB may require the submission of additional information/documentation/materials as may be reasonably necessary for the Board to fairly evaluate the proposed construction, landscaping or alteration(s).

BOCA BATH & TENNIS

BOCA BATH & TENNIS ARCHITECTURAL REVIEW BOARD DISPOSITION:

- ☐ Approved as presented.
- ☐ Approved subject to the following: _____
- ☐ Disapproved for the following reasons: _____

A.R.B. TIMELINES FOR APPROVALS:

- FOR LANDSCAPING & OTHER MINOR PROJECTS: WORK TO START WITHIN 30 DAYS OF APPROVAL AND BE COMPLETED WITHIN 60 DAYS OF START DATE.
- FOR ROOF REPLACEMENTS: WORK TO START WITHIN 45 DAYS OF APPROVAL AND BE COMPLETED WITHIN 90 DAYS OF START DATE.
- FOR EXTERIOR RENOVATION AND ADDITION PROJECTS: WORK TO START WITHIN 60 DAYS OF APPROVAL AND BE COMPLETED WITHIN 180 DAYS OF START DATE.
- FOR TEAR-DOWN/ NEW CONSTRUCTION PROJECTS: WORK TO START WITHIN 60 DAYS OF APPROVAL AND BE COMPLETED WITHIN 300 DAYS OF START DATE.

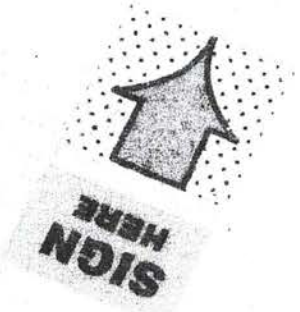
NOTE: ALL CITY OF BOCA RATON APPLICABLE CODES MUST BE FOLLOWED AND NO WORK SHALL ENCROACH ON ANY OTHER HOMEOWNERS' PROPERTY. THE BOCA BATH & TENNIS HOMEOWNERS ASSOCIATION INC. RESERVES THE RIGHT TO REQUEST REMOVAL OF ANY WORK COMPLETED IF NOT AS SUBMITTED AND APPROVED.

Should you have any questions regarding the above, you may contact Boca Bath & Tennis Management.
Sincerely.

Boca Bath & Tennis Architectural Review Board

BY SIGNING MY NAME, I AGREE TO ALL OF THE ARB GUIDELINES AND BOCA BATH & TENNIS RULES AND REGULATIONS AND THE RESTRICTIVE COVENANTS. I ALSO AGREE TO GIVE THE ATTACHED RULES FOR SERVICE CONTRACTORS TO ANY AND ALL CONTRACTORS I MAY USE.

SIGNED: _____ DATE: _____



HAWKEYE
MANAGEMENT

ARB APPLICATION

ITEMS TO INCLUDE

☒ SIGNED ARB APPLICATION & WAIVERS

☒ CERTIFICATE OF LIABILITY INSURANCE FROM YOUR CONTRACTOR, YOUR ASSOCIATION AS THE CERTIFICATE HOLDER, C/O HAWKEYE MANAGEMENT TO BE MADE OUT WITH THE ASSOCIATION NAME.

C/O HAWKEYE MANAGEMENT, LLC, 1800 NW CORPORATE BLVD, BOCA RATON 33431

☒ CONTRACTOR'S AGREEMENT/ PROPOSAL OR CONTRACT

☒ CONTRACTOR'S BUSINESS LICENSE

☒ CURRENT PHOTO OF THE HOME

☒ CURRENT PROPERTY SURVEY, WHERE WORK IS TO BEGIN

☒ SAMPLES/PHOTOS TO BE USED

☒ DEPOSIT – (IF APPLICABLE) UPON A.R.B APPROVAL

☒ COMMUNITY NAME Boca Raton Bath and Tennis

☒ HOMEOWNER NAME _____

ALL ITEMS IN CHECKLIST MUST BE ATTACHED

1800 NW CORPORATE BLVD, SUITE 200 • BOCA RATON, FLORIDA 33431 • (561) 392-1600 • FAX (561)892-1608

IMPACT/COMPLIANCE DEPOSIT FEES

Per the Board of Directors at their meeting on June 13, 2005, the following fees were approved as presented by the Architectural Review Board:

* $1,000 fee for non-A.R.B. approvals, such as interior renovations, which require the use of a dumpster;

* $2,000 fee for A.R.B. approvals such as roofs, driveways, additions, etc; and

* $5,000 fee for demolition/new construction.

These are refundable security deposits.