

# Boca Woods Property Owners' Association Rules & Regulations

Boca Woods Property Owners'  
Association, Inc.

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**Effective August 31, 2024**

The POA Board of Directors has the right to amend or modify the Rules.

The Membership will be notified of such changes.

**BOCA WOODS PROPERTY OWNERS' ASSOCIATION, INC.**

**RULES & REGULATIONS**

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**BOCA WOODS PROPERTY OWNERS' ASSOCIATION, INC.**

**RULES & REGULATIONS**

**SECTION 1- INTRODUCTION AND DEFINITIONS**

- A. As used in these Rules (defined below in xix.), the terms set forth below have the indicated meaning.
- i. "ACC" means the Architectural Control Committee.
  - ii. "Boca Woods" means all the real property owned by the POA (defined below in xiv.) or the Club (defined below in iv.) and the Residential Units (defined below in xviii.) that are subject to the Declaration and Governing Documents (defined below in vi. and vii).
  - iii. "Bylaws" mean the Boca Woods Property Owner's Association, Inc. Bylaws.
  - iv. "Club" means the Boca Woods Country Club Association, Inc.
  - v. "Commercial Vehicle" means any vehicle owned or operated by a person or entity, which vehicle is used for performing services at Boca Woods.
  - vi. "Declaration" means the Amended Declaration of Covenants, Restrictions and Easements of Boca Woods, as amended, and recorded in the Palm Beach County Clerk's Office.
  - vii. "Governing Documents" for the purposes of these rules mean the Declaration, Articles of Incorporation, Bylaws, and the Rules (defined below in xix.).
  - viii. "Grass Swales" means the grassed area between the sidewalk and the roadway at each Lot (defined below in xi.).
  - ix. "Grievance Committee" shall have the definition provided in the Governing Documents and is referred to in these Rules as the "POA Grievance Committee."
  - x. "Legal Committee" means the Legal/ Bylaws/ Rules and Regulation Committee, a Joint committee of the POA and the Club.
  - xi. "Lot" shall have the meaning set forth in the Declaration.
  - xii. "Owner" shall have the meaning set forth in the Declaration.
  - xiii. "Owner", "Resident" or "Member" as used in these Rules, shall mean "Member" as defined in Article II, Section 1 of the Bylaws, and shall include all other individuals residing in a Residential Unit (defined below in xviii.)
  - xiv. "POA" means the Boca Woods Property Owners' Association Inc.
  - xv. "POA Board" or "Board" means the Board of Directors of the POA.
  - xvi. "POA Staff" means employees or contract employees, including Security (defined below in xx.) of the POA.
  - xvii. "POA Director" means the licensed property manager hired to be the Property Director for the POA.

- xviii. "Residential Unit" means a home on a Lot.
- xix. "Rules" mean the POA's Rules & Regulations.
- xx. "Security" means the security staff of the POA.
- xxi. "Service Provider" means, including, but not be limited to, persons or entities entering Boca Woods to provide services to a Member, the Club, or the POA.
- xxii. "SWA" means the Palm Beach County Solid Waste Authority or any successor governmental or private contractor.
- xxiii. "Vendor" means persons or entities that provide goods or services to the Members, the POA or the Club.

B. The Rules have been adopted by the POA Board in accordance with Florida law and the Governing Documents.

## **SECTION 2 - ENTRANCE REQUIREMENTS**

### **2-1 Contact Information**

Owners, upon the request of the POA, must provide the POA Director with a current telephone number and email address. Owners must also provide the POA Director with the name of all persons permanently residing in a Residential Unit.

### **2-2 Vehicle Bar Code Stickers**

A. Bar Codes will be issued only for vehicles owned by:

- i. Members;
- ii. Lessees of a Residential Unit;
- iii. Members of the Club; and
- iv. Those employees of the POA or the Club as designated by the General Manager.

B. The POA may suspend Bar Codes:

- i.
  - a. Of a Resident whose POA account is in arrears for more than 90 days;
  - b. Pursuant to a sanction issued by the POA Board, which sanction is no longer subject to appeal to the Grievance Committee; or
  - c. Pursuant to Bar Code sanctions issued by the POA Board which have been confirmed by the Grievance Committee.
- ii. A Bar Code suspension for one Member suspends Bar Codes issued to that Member's Membership.

### **2-3 Entry into Boca Woods**

A. Persons seeking to enter Boca Woods through the "guest lane" by operating a vehicle for which the State of Florida requires a license to operate must provide a valid driver's

license to security. Persons seeking to enter Boca Woods through the “guest lane” by means other than operating a vehicle for which the State of Florida requires a license to operate, must present to security a valid government issued photo ID.

- B. Persons operating vehicles of governmental or quasi-governmental and emergency vehicles are exempt from Rule 2-3 A.
- C. Non - residents of Boca Woods
  - i. When a resident expects a person who does not have a bar code to seek entry into Boca Woods, the resident must inform security by providing the name and the day of such person’s arrival.
  - ii. Commercial vehicles and vendors will be admitted to enter Boca Woods only between 7:00 am and 7:00 pm Monday through Friday and between 9:00am and 5:00pm Saturday. Notwithstanding the preceding sentence, admission to enter Boca Woods will be denied to all commercial vehicles and vendors on Sundays, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.
- D. Notwithstanding the preceding three paragraphs, commercial vehicles may enter Boca Woods: (1) for the purpose of rendering services in connection with emergency repairs to a resident’s property; and (2) for medical emergencies.
- E. All commercial vehicles entering Boca Woods must display on the driver’s side of the vehicle the name, telephone number and commercial license of the business operating the vehicle.

### **SECTION 3 - RESIDENTIAL UNITS**

#### **3-1 Limitations on Use**

Residential Units are single-family residences. No wholesale or retail business or commercial activities are permitted without the written authorization of the POA Board.

#### **3-2 Leasing of a Residential Unit**

- A. An Owner may lease a Residential Unit for a period of not less than six consecutive months **and** not more than once per calendar year unless the lease is to the same Lessee.
- B. For a lease to become effective, a copy of the lease, and any written documents associated with the lease, must be submitted to the POA Director for written approval prior to the commencement of the term of the lease.
- C. The lease must specify that the POA is empowered to terminate the lease upon failure of the Lessor and/or the Lessee to abide by the Governing Documents.
- D. Lessors are responsible for ensuring that Lessees are provided with copies of the Governing Documents.
- E. Lessors are responsible for all POA charges, and any damage caused by a Lessee to anyone, including but not limited to the Club or the POA.

- F. Notwithstanding any other provisions of these Rules, or any other Governing Document, timesharing or subleasing any Residential Unit is not permitted.
- G. Notwithstanding any other provisions of these Rules, or any other Governing Document, privileges in the Club does not inure to the Lessee by entering into a lease.
- H. Application for Club privileges for a Lessee must be made to the Club pursuant to the Club's Rules & Regulations, including but not limited to the section entitled **"LEASES AND ASSIGNMENT OF MEMBERSHIP PRIVILEGES."**

### **3-3 Upkeep and Maintenance**

- A. Residential Units must be maintained in compliance with the Governing Documents.
- B. The landscaping for Residential Units must conform to the overall appearance of Boca Woods and maintained in good condition, as determined by the POA Director.
- C. Roofs, driveways, and walkways must be painted and/or pressure cleaned on a regular basis, and kept free of mildew, rust, and dirt.
- D. Grass must be cut on a regular basis.
- E. Lawns and landscape beds must be free of weeds.
- F. All sidewalks, driveways and walkways must be regularly edged and trimmed.
- G. All hedges, shrubs and trees must be trimmed to maintain a neat appearance.
- H. Trees overhanging sidewalks at a Lot must be trimmed to a minimum height of eight feet. Trees overhanging the roadways adjacent to a Lot must be pruned to a height of thirteen feet.
- I. Hedges, trees, or plantings must not obstruct the views of traffic.
- J. All beds must be filled with either naturally colored mulch or with decorative stones.
- K. If a Residential Unit under contract to be sold is determined by the POA to be deficient in one or more areas outlined in sections A. through J. above, and the deficiencies are not cured by the date of closing, subject to approval of the Chairs of the ACC and the Legal Committee and the POA Director, a Certificate of Compliance under Article II, Section 23 of the Declaration, listing any open property violations, may be issued and recorded so long as either the purchaser of such Residential Unit agrees in writing to be responsible to cure the deficiencies or the purchaser and seller agree to have work performed to cure the deficiencies, and an amount sufficient to pay for that work is held in escrow by the POA out of the proceeds of the sale until the deficiencies are cured.
- L. Entranceways, curbs, and driveways, the land between, and behind Residential Units, must be cleared of loose articles such as, but not limited to workbenches, paint cans, garden tools, beach gear, or any other object, which make such areas untidy and unattractive.
- M. When not in use, chaise lounges, chairs, tables, and toys must be removed from the street facing areas of Residential Units and properly stored out of sight from the front or rear of the

Residential Unit.

- N. Drying clothes, towels, beachwear, and the like must be located so that those items are not visible to neighboring Lots, pedestrians, the golf courses, or vehicles.
- O. Sprinklers must not be operated between the hours of 7 AM and 8 PM unless otherwise allowed by the POA Director or while under active maintenance. Rule does not abrogate any local or government regulations about watering.
- P. The roadway side of Residential Units must be equipped with operable outside lights, which must be illuminated from sundown until at least 11:00 p.m.
- Q. The Owner is responsible for any damage to POA common property caused by their Guests, invitees, or Vendors.

### **3-4 Absentee Owner**

Owners of unoccupied Residential Units, which for the purposes of this Rule means unoccupied for 30 consecutive days or more, must identify to Security the name of a house sitter, a neighbor, or responsible person, who has access to the Residential Unit and its security systems. The name, address and telephone number of such person, and the Owner's alternate address and telephone number, where the Owner may be contacted during the time the Residential Unit is unoccupied, must be provide to Security before the commencement of the 30 days. The designated person must be empowered to authorize any repairs the POA deems necessary. The cost of such repairs will be billed to the Owner.

### **3-5 Signs, Graphics and Decorations**

No signs, graphics or decorations of any kind are permitted on the outside of any Lot, except signs, graphics, decorations, or other holiday-related items designated as such by the POA Director ("Displays"). The Holidays for which Displays are allowed are Public Holidays authorized by the State of Florida from time to time, which currently are: New Year's Day; Martin Luther King Jr. Day; Susan B. Anthony Day; Washington's Birthday; Pascua Day; Good Friday; Memorial Day; Juneteenth; Independence Day; Labor Day; Veterans Day; and Thanksgiving. In addition, the following holidays for which Displays are allowed include, but are not limited to: Chanukah; Diwali; Eid; Halloween; Kwanza; Lunar New Years; Easter; Passover; Presidents' Day; Mother's Day; Father's Day; Greek Orthodox Christmas New Year's Day, Columbus Day, Purim, Sukkot and (a) any other holiday that Federal or State Law requires a community association to permit a Display; or (b) the POA Director permits, in writing, a Display.

- i. All residential Displays for the period November 10 through January 15 ("Holiday Displays"), can be **installed** only after POA Holiday lights displays at the front entrance are installed (the "POA Holiday Displays") and must be removed within 7 days after the POA Holiday Displays are removed unless an extension is approved in writing by the POA Director.
- ii. Residents' Holiday Seasonal Displays can only be lit only during the period that POA Holiday Displays are lit unless the POA Director approves an

extension in writing.

- iii. All other permitted Displays can be installed and lit for a period not to exceed 30 days, unless the POA Director approves an extension in writing.
- B. The General Manager or the POA Director prior to display must approve special occasion decorations, including, but not limited to, those commemorating birthdays, anniversaries, or graduations, in writing.
- C. No flags of any kind are permitted on the outside of any Lot, except as permitted by Fla. Stat. 720.304 (2) and any amendments thereto. That statute currently permits the display on (1) one portable, removable structure and (2) one flagpole, added to the Lot in accordance with Rule 9-1, of the official flag of the United States or the flag of the State of Florida and one of United States Army, Navy, Air Force, Marine Corps, Coast Guard, Space Force or a POW-MIA flag.
- D. Except as set forth in Section 3-5 A. with respect to Displays, landscape banners and yard art may only be displayed as authorized in advance and in writing by the ACC. Landscape banners and yard art which are (1) political, (2) religious or (3) derogatory are not permitted.
- E. Signs, graphics or flags are not permitted on POA property.
- F. Violation of this Rule will subject the violators to fines and sanctions as provided in Fla. Stat. 720.305, the POA Bylaws and these Rules.

### **3-6 Refuse**

- A. Trash – Members must dispose of trash in tightly covered trash bins provided by the SWA.
  - i. Plastic bags to dispose of trash, not within the trash bins, are not permitted to be left curbside for pick-up.
  - ii. Trash bins may only be placed curbside no earlier than twenty-four hours before scheduled collection by the SWA and may not be placed in the roadway.
  - iii. Members must remove trash bins from the curb as soon after trash collection as possible and in any event within twenty-four hours.
  - iv. Trash bins must be stored in a garage, another enclosed area and/or an area obscured from view from the roadways and golf courses.
  - v. In the event the contents of a trash bin empty on to the sidewalks, grass swales, or roadways, and the Member has not cleaned the debris, the POA, without notice, will clean the debris and charge the Member an administrative fee of \$25.00.
- B. Recyclables
  - i. Members are responsible for obtaining recycling bins from the SWA and for being aware of local recycling regulations and collection schedules.

- ii. Members must remove recycling bins from the curb as soon as possible after the recyclables have been collected. Recycle bins must be stored in a garage, another enclosed area and/or an area obscured from the view from the roadways and golf courses.
- iii. The recycle bins may only be placed curbside no earlier than dusk on the evening before scheduled collection and may not be placed in the roadway.

**C. Landscape and Construction Debris**

Members are responsible for placing all landscape and construction debris, unless otherwise provided in Section 9 of these Rules, curbside (not in the roadways) no earlier than dusk the night before and no later than 7:00 am on the scheduled date of pick-up by the SWA and may not be placed in the roadway. If not picked up, the Member shall, on the same day, move any such debris out of sight from the roadway or golf courses.

**3-7 Nuisances**

Activities, conditions, or situations that interfere with the peaceful possession and proper use and enjoyment of a Member or his or her Residential Unit, including and without limitation, emission of noxious or dangerous odors, or activities causing discomfort, including but not limited to, placing objects where others may be harmed, is not permitted. Excessive, unreasonable, or annoying noise, including but not limited to television, musical instruments, intercoms, mechanical devices, wireless devices, alarms, speakers, or pets, is not permitted.

**3-8 Homeowners' Insurance**

The Owner must maintain insurance on Residential Units, unless specifically waived in writing by the POA Board. Owners are required to submit Certificates of Insurance at the request of the POA Director.

**3-9 Residential Unit Identification**

Residential Units are required to attach an identifying number observable from the front and rear of the Residential Unit. The color and form of such identification number shall be determined by the POA Director. The POA Director may enter any Lot, without prior notice, for the purpose of affixing such identifying number.

**SECTION 4 - ROADWAYS, CART PATHS AND COMMON PROPERTY**

**4-1 Pedestrians**

Pedestrians must use the sidewalk wherever available. Walkers, joggers, scooters, and skaters, when using the roadways, do so at their own risk. If they choose the risk of using the roadways, they must do so in single file—not two or more abreast.

**4-2 Golf Carts**

- A. Motor vehicles have the right-of-way on the roadways. Golf carts must keep as far right as possible on the roadways.
- B. Operators of golf carts are required to stop before crossing roadways.

- C. Persons not authorized to drive a vehicle by the State of Florida are not permitted to operate golf carts on the roadways of the POA or its common property. For the purposes of this Rule, the cart crossing paths are not considered roadways. The Club's Rules & Regulations control the use of golf carts on the Club's property.
- D. Carts may not be driven at night unless they are fitted with running lights and brake lights and the lights are in use. Violation of this Rule will subject the violators to fines and sanctions as provided in Fla. Stat. 720.305, the POA Bylaws and these Rules.
- E. Carts may not be used to exercise pets (e.g, walking or running a dog alongside a cart), except that a person may exercise a pet at a walking (not running) pace using their cart if they are acting under then-current medical advise to do so in lieu of that person walking.

#### **4-3 Parking**

- A. Vehicles shall not be parked on the POA common property, which includes the grass swales and driveway aprons.
- B. Vehicles shall not be parked on any of the roadways between the hours of 2:00 am and 6:00 am.
- C. Parking is not permitted at any time on grass, or in a position that blocks the sidewalk, unless prior written permission is secured from the POA Director.
- D. Parking on the POA roadways is permitted only as follows:
  - Even house number parking from January 1 to June 30. Odd house number parking from July 1 to December 31.
  - Except as follows:
    - i. Parking on Green Hill Lane is permitted on the side of the roadway next to the hedge material year-round.
    - ii. Parking on Crystal Lake Drive is permitted on the lakeside of the roadways year-round.
- E. Commercial motor vehicles as defined under Fla. Stat. 320.01(25) must be in a garage between the hours of 12:00 am and 6:00 am and not parked on a driveway at a Residential Unit.
- F. Vehicles with covers must be parked in garages and not parked on a driveway at a Residential Unit.
- G. Boats, boat trailers, trailers, campers, buses, motor homes or recreational vehicles must be parked in a closed garage between the hours of 12:00 am and 6:00 am and not parked on a driveway at a Residential Unit.
- H. If vehicles required to be parked in a closed garage by these Rules cannot be parked in a closed garage, then, with prior written approval from the POA Director or the General Manager, these vehicles may be placed in the POA's, and Club's parking areas as designated by the POA Director or the General Manager.

- I. Residential Units under renovation or construction requiring Vendor or Commercial Vehicles to be located near such Residential Unit must comply with the following:
  - i. If vehicles are parked on a roadway, two vehicles may be parked together "front to rear"; additional vehicles must be spaced at least 50 feet from the first two vehicles;
  - ii. Parking on the grass (front/side lawn) is prohibited;
  - iii. All other parking rules must be followed; and
  - iv. Exceptions to the foregoing will only be permitted on prior written consent of the POA Director.
- J. Pursuant to the Governing Documents and Florida Law, Members are responsible for violations of this Section 4-3 by their tenants, Guests, and invitees, including family, Vendors, servicemen and workmen. For the purposes of these Rules, "servicemen" and "workmen" are referred to as "Service Providers."
- K. The POA Board is authorized to assess fines and impose sanctions for violations of this Rule, consistent with the Governing Documents, as provided in Section 7 of these Rules.

#### **4-4 Motor Vehicle Rules**

- A. The speed limit is 25 mph.
- B. The speed limit and all traffic signs must be obeyed.
- C. Motor vehicle violations may result in loss of Bar Code privileges and/or fines as the POA Board is authorized to assess fines and impose sanctions for speeding and other motor vehicle citations against the Member for any violation of these Rules.
- D. Vehicles on the non-parking side have the right of way. Extreme caution must be used when passing pedestrians, and on golf cart crossings.
- E. Security may check vehicle speeds with radar by use of freestanding radar devices, or any other device authorized by the POA Board, to issue citations for speeding and other motor vehicle violations.
- F. As provided in Section 7 of these Rules, the POA Board is authorized to assess fines and impose sanctions for speeding and other motor vehicle violations of a Vendor or Service Provider, against only the Vendor or Service Provider, consistent with the Governing Documents.
- G. Pursuant to the Governing Documents and Florida Law, Members are responsible for violations by Members' tenants and Guests, including family.

#### **4-5 Repairs to Motor Vehicles**

No repair work on motor vehicles, motorcycles, recreational vehicles, or boats shall be conducted at any Residential Unit's driveway, or any POA property, other than minor repairs, which may include mobile oil changes, battery changes, washing, detail cleaning, or tire changes.

#### **4-6 Temporary Structures, Plantings, Drainage and Storage**

- A. No temporary structure, including but not limited to, storage sheds, tents, canopies, or comparable construction may be erected or placed on a Lot, without prior approval of the ACC (See Section 9).
- B. No boat storage, boat docks or any other similar structure are allowed on the POA common property.
- C. Lake incursions including deposit of debris or plantings on the POA common property adjacent to the lakes is prohibited without the prior written permission of the POA Director.
- D. Draining swimming pool water must not be on to the Club's property, the golf courses or on the streets. Swimming pool water must be drained into the individual home's drainage clean out.

#### **SECTION 5 - LAKES USE AND WILDLIFE**

##### **5-1 Swimming and Fishing**

- A. Swimming or wading in the lakes is prohibited.
- B. Fishing in lakes is at the angler's own risk.
- C. Fishing is prohibited on the side of any lake adjacent to a golf course. Restriction of fishing on the golf course side of any lake adjacent to a golf course is not in effect when the course is closed for reasons other than weather, or as otherwise directed by the General Manager or the POA Director.
- D. A Member 18 years of age or older must always accompany a person under 15 when that person is fishing.
- E. No watercraft, including toys and models of any kind, are allowed in any of the lakes or canals in Boca Woods.
- F. Anglers must respect the privacy and quiet enjoyment of Members residing in Residential Units adjacent to the permitted fishing areas.
- G. Members shall not facilitate entry into Boca Woods to non-residents for the purpose of fishing unless such non-resident has an Executive Membership or Alumni Membership or is a Guest of a Member. A Member must accompany Guests.

##### **5-2 Wildlife**

- A. Feeding wildlife is not permitted.
- B. Hunting of any kind is not permitted.
- C. Use of hunting weapons, including but not limited to cross bows, and bows and arrows, are not permitted on POA property.

#### **SECTION 6 - PETS**

- A. The only pets permitted in a Residential Unit are dogs, cats, fish, birds, and other small pets.

Pets must be confined to the interior of the Residential Unit or the Lot, except as set forth in D below.

- B. No more than two dogs are permitted to reside in a Residential Unit, except that any Member having more than two dogs prior to December 15, 2012, may keep those dogs, but those dogs may not be replaced.
- C. Members are responsible for assuring that their pets do not interfere with other Members, Residential Units, or other pets.
- D. Pets must be walked on leashes outside of a Residential Unit and if the animal defecates, the defecation shall be removed by the Member or the person walking the pet.
- E. Members must inform the POA Director in writing of the presence of service animals or emotional support animals. Service or emotional support animals must meet the requirements of Fla. Stat. 413.08 and/or 760.27(1), and any amendments thereto.

## **SECTION 7 - GRIEVANCES VIOLATIONS AND FINES**

### **7-1 Member-to-Member Grievances and Abuse of the Grievance Process**

- A. A Member or her or his Guest shall not harass, abuse, or chastise, and shall act in a civil manner towards, other Members and their Guests, invitees, Service Providers or Vendors.
- B. A Member, upon written complaint to the Grievance Committee, delivered to the Executive Assistant c/o the Administrative Offices, may file a grievance against another Member alleging conduct constituting a violation of the Governing Documents.
- C. Members who file a grievance against Members, and the Members subject to the grievance may agree, in writing, by signing a form prepared and approved by the Grievance Committee and the Board, which the grievance will be subject to the mediation process set forth in this Rule (the "Mediation Process").
- D. Mediators must not be members of the Board. Both the Grievance Committee and the Board must approve who may serve as a Mediator. Mediators will attempt to resolve the grievance through the Mediation Process.
- E. This Rule does not apply to grievances filed: (1) by the General Manager against a Member on behalf of staff; and (2) against a member of the Board.
- F. The Grievance Committee and the Board may approve as many Mediators as they deem appropriate and those appointed Mediators shall continue to serve as long as the Grievance Committee and the Board both desire that such Member be a Mediator.
- G. The Grievance Committee shall maintain a list of approved Mediators. When requested, the Chair of the Grievance Committee shall appoint a Mediator. A Mediator must not be related to the parties to the Mediation Process (the "Parties") and must not be in a relationship with either Party that would create the appearance of bias or would actually result in the Mediator being biased.

1. Participation in the Mediation Process shall be voluntary, and no Member is compelled to participate in the Mediation Process or will be coerced into pursuing the Mediation Process in lieu of the grievance procedure described in the Section 7.3F of these Rules.
  2. The Parties waive all rights that they have pursuant to Section 7.3F of these Rules as long as the Parties continue to agree to proceed with and participate in the Mediation Process.
  3. Members may agree to participate in the Mediation Process at any time during the grievance procedure prior to the time the Grievance Committee conducts a hearing and either recommends a sanction to the Board or decides that a sanction is not appropriate or required.
  4. Unless otherwise approved by the Grievance Committee, the Mediation Process must be complete within sixty days of the Parties' election to participate in the Mediation Process.
  5. At any time during the Mediation Process, a Party may decide to terminate mediation and resume the grievance process. A Party that terminates the Mediation Process shall so notify the Mediator. Upon receipt of such written notice, the Mediator shall notify the Grievance Chair. Upon receipt of such written notice, the Grievance Committee shall recommence, resume and pursue the grievance procedure as set forth in the Bylaws.
  6. The Parties may agree in the Mediation Process to any sanction(s) or to no sanction and dismissal of the grievance.
  7. The Mediator shall report the results of the Mediation Process, in writing, to the Grievance Committee (the "Mediated Result"). The report must be signed by the Parties and shall confirm their acceptance and approval of the Mediated Result.
  8. The Grievance Committee shall accept the Mediated Result. If the Mediated Result includes a sanction, the Parties agree that the Mediated Result shall have the same impact as if it were the Committee's determination pursuant to Section 7.3F of these Rules and approved by the Board and the disciplined Member shall be deemed to have waived the right to appeal the Mediated Result to the Board.
  9. Mediated Results and the Mediation Process shall be subject to the confidentiality provision of the Bylaws.
- H. If a Member files three (3) or more grievances in any Calendar Year, and the Grievance Committee determines, pursuant to Section 7.3F of these Rules, that three of those grievances do not appear to be of substance and possible justification, and do not proceed to a hearing by action of the Grievance Committee, the Grievance Committee may refuse to accept any additional grievances from that Member for the remainder of that Calendar Year.
- I. There is a rebuttable presumption that Member versus Member grievances filed more than sixty (60) days after the alleged incident will be considered not timely filed. Any grievances not timely filed must include an explanation setting forth a reasonable explanation for the delay. The Grievance Committee may accept the explanation or dismiss the grievance. If no such explanation is provided with an untimely filed grievance, the Grievance Committee shall dismiss

the grievance.

## **7-2 Staff-to-Member Grievances**

- A. There shall be no tipping or giving of any type of gratuity by any Member or his or her Guest to the POA Staff. Gifts, presents and cash are tips or gratuities. Providing a tip or gratuity to the POA Staff by a Member or his or her Guest may subject the Member to disciplinary action.
- B. No Member or his or her Guest shall harass, chastise or abuse any POA Staff.
- C. No Member or his or her Guest may countermand any order issued by the General Manager, the POA Director or Department Heads, as set out in the POA's organizational chart. Any criticism by any Member directed towards the POA Staff must be made to only the General Manager or the POA Director.
- D. In cases of a violation of this Rule 7-2, it shall be the responsibility of the General Manager to file a grievance on behalf of the POA Staff member upon written complaint to the Grievance Committee delivered to the Executive Assistant c/o Administrative Offices. The General Manager or any other appropriate administration official shall advise the POA Staff member, prior to the filing of the grievance, of the availability of a temporary preliminary decision of the POA Board as set forth in 7-2 E below.
- E. In conjunction with a grievance filed by the General Manager, and whether or not the Staff member requests a temporary preliminary decision, either the General Manager or the Chair of the Grievance Committee, may request the Grievance Committee to, by at least two-thirds of its members present and voting at a duly-convened meeting of the Grievance Committee, issue a temporary preliminary decision that the Member against whom the grievance has been filed shall not have any direct or indirect contact with the POA Staff person on whose behalf the General Manager has filed the grievance, or any other POA Staff for whom the General Manager seeks such protection relating to such grievance.
- F. The temporary preliminary decision shall remain in effect until the earlier of:
  - i. The termination of the temporary preliminary decision by the Grievance Committee;
  - ii. A decision by the Grievance Committee declining to act on the grievance filed by the General Manager; or
  - iii. A decision of the Grievance Committee pursuant to the procedure set forth in Section 7-4 of these Rules.

The fact that a temporary preliminary decision has been issued shall not be a factor in rendering a final decision by the Grievance Committee or the POA Board on the grievance filed by the General Manager and shall likewise not be a factor in any proceeding before the Grievance Committee pursuant to the procedure set forth in Section 9 of these Rules. The temporary preliminary decision may not impose any fine or suspension of the right of the Member to use common areas and facilities of the POA.

### 7-3 Fines and Sanctions

- A. Violations of any Sections of the Governing Documents (except for violations of Section 9 of these Rules, which is dealt with in Section 9, and Section 7-4, which is dealt with herein), shall be deemed separate violations subject to a fine of up to \$100.00, and such other sanctions, as are determined by the Grievance Committee and approved by the POA Board as appropriate on a case-by-case basis.
- B. Any Member charged in writing of conduct (committed either personally or by a family member or guest) deemed to be prejudicial or detrimental to the reputation or character of the POA or its interests, or with a violation of any of the Governing Documents, shall be subject to the POA's grievance procedure and may be reprimanded, fined or suspended.
- C. The Grievance Committee shall review any complaint and, if it appears to be of substance and possible justification, the Grievance Committee shall give the accused Member written notice describing the alleged violation and, if applicable, the specific action required to cure such violation, by mail to the Member's last known address and/or by email if the Member has an email address on file with the POA.
- D. The Grievance Committee, after examining the complaint and response thereto, may dismiss the complaint or, if in the opinion of the Grievance Committee there is a reasonable basis for action, may order the complainant (unless the complainant is a POA employee) and the accused Member to appear for a hearing which date shall not be less than fourteen (14) days after the date such order is provided to the accused Member. In all proceedings, the accused Member shall be entitled to representation and the representative need not be an attorney. The Grievance Committee may hold the hearing by telephone or other electronic means.
- E. The burden of proof is on the person filing the grievance and may not be based upon hearsay; provided, however, that, in the discretion of the Grievance Committee, a POA employee or employee of a POA vendor or contractor may be permitted to provide his or her evidence by appearing before the Committee or a portion thereof as designated by the chairman at a closed hearing without the accused member or his representative present in lieu of an appearance at a hearing.
- F. The Grievance Committee shall have the power, after hearing, to dismiss the complaint or to prepare a recommendation to the Board setting out the manner in which the Grievance Committee recommends that the Board should admonish, censure, reprimand, or suspend such Member. The Committee shall notify both the Member and the Board of its determination within seven (7) days after the hearing, stating, if applicable, date by which any fine must be paid.
- G. Where the Grievance Committee recommends a sanction, including a fine or a suspension, the sanctioned Member may, within fourteen (14) days after receipt of notification of the Committee's recommendation, appeal the decision of the grievance committee to the Board. Absent such timely request in writing by the sanctioned Member, the decision of the Grievance

Committee shall be deemed adopted by the Board and the Grievance Committee and the recommended sanction shall then become effective immediately.

- H. If the Member appeals the decision to the Board, the Board shall have the power to review the decision of the Grievance Committee, and to take such steps as the Board deems appropriate including hearing the Member and any or all of the witnesses and adopting or modifying the decision of the Grievance Committee. At all hearings before the Board, the Grievance Committee will designate one of its Members to present the matter.
- I. If the Board approves any sanction, including a fine or a suspension, the Grievance Committee, by majority vote, must approve or reject the sanction. If the Grievance Committee does not approve by majority vote the Board's fine or suspension, the proposed fine or suspension will not be imposed. After the vote of the Board, the role of the Grievance Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board.
- J. If a violation has been cured before the hearing or before the date specified in the written notice required in paragraph F., a fine or suspension will not be imposed.
- K. Dues and other obligations shall accrue during any suspension and must be paid in full before reinstatement to full privileges.
- L. No member of the Grievance Committee shall be an officer, Director, or employee of the POA or the Club, or the spouse, parent, child, brother, or sister of an officer, Director, or employee of the POA or the Club.

#### **7-4 Parking, Speeding and Golf Cart Violations**

- A. Overview:
  - i. As provided by the Governing Documents and Florida law, the POA Director and/or the POA Board have the authority to assess fines and/or sanctions against any Member, for violation of any of the provisions of the Governing Documents by the Member, the Member's Guests, in certain instances Service Providers or Vendors (as those two terms are defined above) and other invitees.
    - a. For purposes of this Rule all vehicles cleared through Security, other than vehicles of a Member (a "Member's Vehicle") or Vendors or Service Providers, are considered a Guest vehicle for the Member authorizing such vehicles entry into Boca Woods (a "Guest Vehicle").
    - b. The term "Guest driver preclusion" as used in these Rules means that the driver of a Guest Vehicle shall be precluded from driving in Boca Woods for the period stated in this Rule 7-4 or a POA Board decision.
    - c. The speed limit in Boca Woods is 25 mph. Pursuant to these Rules, driving at 26-39 mph is speeding, and driving at 40 mph or more is excessive speeding.

- d. As set forth in Section 2-3, D (ii) of these Rules, Members must advise each of their Guests and Service Providers driving into Boca Woods of the speed limits.
- e. As set forth in Section 1.A. xxi. of these Rules, the term “Service Providers” as used in these Rules shall include, but not be limited to, persons or entities entering Boca Woods to provide services to a Member, the Club, or the POA.
- f. As set forth in Section 1. A. xxiii. of the Rules, the term Vendor shall mean persons or entities that provide goods or services to the Members, the POA or the Club. Nannies and Health Care Aids are Guests for the purposes of these Rules. Service Providers and Vendors are not Guests for the purposes of these Rules.
- g. Wherever it is provided in this Section 7-4 that any fine(s) and/or sanction(s) not specifically provided for in this Section 7-4, may be imposed by the POA Board, and there is a claimed violation, the POA Board may:
  - 1. Refer the purported violation to the Chair of the Grievance Committee for an investigation and recommendation as to any fine(s) or sanction(s) to be imposed, which recommendation the POA Board may adopt, modify, or reject.
  - 2. Upon such referral, the Chair of the Grievance Committee shall select three members of the POA Grievance Committee (none of whom will be the Chair, a Vice-Chair or Assistant Chair), to investigate the matter and recommend to the POA Board whether any fine(s) and/or sanction(s) must be imposed, and if so, what fine(s) and/or sanction(s) must be.
- h. The POA Board is not bound by any such recommendations.
- i. If the POA Board imposes any fine(s) and/or sanction(s), the members of the Grievance Committee who performed the investigation are recused from participating in any discussions, deliberations, or vote regarding the matter presented or considered at the Hearing required by Section D of this Section 7-4 but may appear at any Hearing to present evidence on and/or be questioned about their investigation.
- ii. Whenever used in this Rule 7-4, the term citation is a citation issued for a violation of this Rule. Any citation issued to a Member in a calendar year for either speeding or excessive speeding shall be considered the first citation in the imposition of a fine or sanction for either any additional speeding or excessive speeding. As an example, if a Member receives a citation for speeding and then a citation for excessive speeding, both in the same calendar year, the excessive speeding citation shall be

deemed the second excessive speeding citation.

- iii. Notice of each violation of Section 7-4 B. and 7-4 C. shall be provided to the Member in writing by mail to the Member's last known address and/or by email if the Member has an email address that appears on file with the POA.
- iv. Notice of each violation of Section 7-4 B. and 7-4 C shall be dated and deemed received by the Member five (5) days after the date of this Notice if sent by US Mail. If the citation is sent via email, with a delivery receipt delineation attached, or hand delivered by Security, it will be deemed received on the date delivered.

B. Parking Violations in a Calendar Year:

- First Citation: Warning
- Second Citation: \$20
- Third Citation: \$50
- Fourth Citation: \$75
- Fifth Citation: \$100 fine and a two-week Bar Code suspension.
- Additional Parking Citations: Such fines and/or sanctions as determined by the POA Board.

C. Speeding and Excessive Speeding

i. Speeding and Excessive Speeding citations by a Member Vehicle in a Calendar Year:

- a. The fines and other sanctions for speeding (up to 39 mph) citation by a Member Vehicle in a Calendar Year shall be:
  - First Citation: Warning
  - Second Citation: \$50 fine after Notice of the first citation
  - Third Citation: \$75 fine after Notice of the second citation
  - Fourth Citation: \$100 fine after Notice of the third citation
  - Fifth Citation: \$100 fine after Notice of the fourth citation and a two (2) week Bar Code suspension.
  - Additional Citations after the Fifth Citation: as determined by the POA Board.
- b. The fines and other sanctions for Excessive Speeding (40 mph to 49 mph) for Member's Vehicles citations in a Calendar Year shall be:
  - The first citation for speeding at 40 mph to 49 mph will result in a \$100 fine and a 4-week Bar Code suspension.
  - A second citation for speeding at 40 mph to 49 mph will

result in a \$100 fine and a 2-month Bar Code suspension.

- A third citation for speeding at 40 mph to 49 mph will result in a fine and/or sanction as determined by the POA Board.
- Any citation for speeding 50 mph or more shall result in a fine or sanction as determined by the POA Board.

ii. Speeding and Excessive Speeding citations by a Guest Vehicle in a Calendar Year:

a. The fines and other sanctions for speeding (up to 39 mph) citations by the same Guest in a Calendar Year shall be:

- First Citation: Warning
- Second Citation: \$50 fine after Notice of the warning citation
- Third Citation: \$75 fine after Notice of the second citation and a two-week Guest driver preclusion.
- Fourth Citation: \$100 fine after Notice of the third citation, and a two-week Guest driver preclusion.
- Fifth Citation: \$150 fine after Notice of the fourth citation and a two-week Guest driver preclusion.
- Additional Citations after the Fifth Citation: Fine(s) and/or sanction(s) as determined by the POA Board.

1. If multiple (more than one) Guest vehicles coming to visit the same Member receive among them, in a calendar year, and more than 3 citations for speeding are issued, the Member shall receive a \$100 fine for the fourth such Guest vehicle citation and a \$150 fine for any such additional Guest vehicle citation.

b. The fines and other sanctions for Excessive Speeding (40 mph to 49 mph) citation for a particular Guest Vehicle in a Calendar Year shall be:

- The first citation for speeding at 40 mph to 49 mph will result in a \$100 fine and a four-week Guest driver preclusion.
- A second citation for speeding at 40 mph to 49 mph will result in a \$100 fine and a two-month Guest driver preclusion.
- A third citation for speeding at 40 mph to 49 mph will result in a fine and/or sanction as determined by the POA Board.

iii. If multiple (more than one) Guest Vehicles are coming to visit the same Member on the same day receive among them in a calendar year more than three citations for excessive speeding, the Member shall receive a \$100 fine for the

fourth such Guest vehicle citation and a \$100 fine for any such additional Guest vehicle citation and possible driver preclusions.

- iv. Any citation for speeding 50 mph or more shall result in a fine or sanction as determined by the POA Board.
- v. Citations for Member's Vehicles and Guest's Vehicles shall be calculated only in their category, and not calculated as a citation in the other category. For example, a Member's citations shall not be calculated as a citation in the Guest Vehicles category, and a Guest Vehicle's citation shall not be considered a citation in the Member's category; **provided, however**, that pursuant to the POA Bylaws and these Rules, the Member is responsible for any fines imposed on Guest vehicle drivers pursuant to this Rule 7-4.

D. Violations of Rule 4.2 in a Calendar Year:

- First Citation: Warning
- Second Citation: \$20
- Third Citation: \$50
- Fourth Citation: \$75
- Fifth Citation: \$100 fine and a two-week Bar Code suspension.
- Additional Parking Citations: Such fines and/or sanctions as determined by the POA Board.

E. Process:

- i. With respect to any fine(s) and/or sanction(s) fixed in Sections 7-4 B. and C. or determined by the POA Board pursuant to Sections 7-4 B. and C., Notice ("Notice") shall be given to the Member of any such fine(s) or sanction(s), in writing, delivered to the Member's last known address and/or by email if the Member has an email address on file with the POA.
- ii. Upon the written request of the Member who received the Notice, and who has not paid the fine or agreed to any sanction, the Grievance Committee will conduct a Hearing and render a decision with respect to the fine(s) and/or sanction(s).
- iii. The request shall be made by the Member within 14 days of the mailing of the Notice by hand delivery to the POA Administrative Offices or by email to the Chairperson of the POA Grievance Committee.
- iv. The decision of the Grievance Committee as to any fine(s) or sanction(s) or both, shall be in writing and delivered to the Member at the Member's last known address and/or by email if the Member has an email address on file with the POA.

- v. The Grievance Committee may only confirm or reject the fine and/or sanction imposed and must address any fine(s) or sanction(s) separately.
  - vi. With regard to an appeal to the POA Grievance Committee by a grieved Member, and where the Grievance Committee has adopted a resolution requesting the POA Board to modify the fine and/or sanction fixed in the POA Rules, the Board may modify the fine and/or sanction in the form requested in the resolution, which modifications should be the final decision on the matter.
  - vi. Any fine(s) and/or sanction(s) are abated until the Hearing is held and thereafter until the Grievance Committee notifies the Member of the decision.
  - vii. Notice of the fine(s) and/or sanction(s) after the finality of any fine or sanction as provided in this Rule shall be sent to the Member by mail or by e-mail if the Member has an e-mail address on file with the POA, which Notice shall state the beginning date of any sanction(s) and/or the amount of any fine(s).
  - viii. All fines imposed on a Guest pursuant to this Rule 7-4, except for fines imposed on Vendors or Service Providers, shall be the responsibility of the Member.
- F. Regarding any speeding or excessive speeding citation(s) issued to a Vendor or Service Provider:
- i. Excessive Speeding will result in a \$150 fine.
  - ii. The first citation for speeding up to 40 mph shall be a warning only.
  - iii. Regarding any additional citation(s) for speeding or excessive speeding, the fine shall be the same as any citation(s) after the first citation for a Guest.
  - iv. Any citation for speeding at 50 mph or more shall result in fine(s) or sanction(s) as determined by the POA Board.
  - v. No Vendor or Service Provider shall be permitted entry into Boca Woods if that Vendor or Service Provider has not paid any fine(s) imposed as set forth in these Rules.

## **SECTION 8 – EASEMENTS AND COUNTRY CLUB PROPERTY**

### **8-1 Easements**

Members of the Club, their Guests when invited by a Member (except as set forth in 8-2 below), and POA Staff, and the Club Staff (as defined in the Rules & Regulations of the Club) have an easement over, upon, and across the common property and Lots, for recovering golf balls or any other activity commonly associated with the playing of golf or the operation of the Club.

### **8-2 Country Club Property**

Persons residing in Residential Units that are not Members of the Club are not allowed on Club property, even if the Member's Lot abuts the Club's property boundaries. Notwithstanding the foregoing, such occupants are permitted on Club property to: (a) attend open POA Board meetings,

open POA Committee meetings, to cast votes on matters put to the POA Membership, and to pay POA bills; and (b) as a Guest pursuant to the General Rule of the Club's Rules and Regulations regarding "Non-Member Residents."

## **SECTION 9 – THE ACC AND DESIGN REVIEW INFORMATION, CONSTRUCTION RESTRICTIONS AND REQUIREMENTS**

### **9-1 Exterior Changes to Residential Units**

- A. All changes to the exterior of any Residential Unit or Lot require prior written approval by the ACC, before the commencement of work respecting the changes.
- B. Changes, as that term is used in this Section 9-1 include, but are not limited to, exterior painting, adding or modifying glass enclosures, adding or changing windows or outside doors, installing screens, shutters or awnings, installing exterior lighting, installing sculpture alterations to the landscape, installation or modifications to driveways and paths, swimming pools or hot tubs, decks and/or patios surrounding them, and installation of antennas, solar panels and flag poles above 18 feet in height. Security cameras or other like equipment is not considered a change under this Section.
- C. The colors of the outside walls, roofs, driveways, *etc.* shall be consistent with those colors approved by the ACC respecting the requested changes.
- D. Each Owner must submit an application in writing for any change in a format required by the ACC (an "Application"). The ACC may require that the Application contain a description of the change project, including the material used, height, width, length, shape, and location of the improvement and reflecting the sideline, rear, and front setbacks of the proposed alteration. The ACC may require that the Application or a supplement to the Application include an up-to-date survey. Copies of Applications, required documents and correspondence related to the Application, will be maintained in the offices of the POA.
- E. The Application must also state whether a county permit is required, and if so, whether such permit has been issued. The ACC may require the Owner filing the Application (the "Applicant") to produce copies of building permits, Vendor licenses and/or certificates of Insurance and liability in the name of the POA.
- F. Oral requests for changes to the Applications will not be considered.
- G. The ACC in its sole discretion may, upon notice to the Applicant, cause an independent architect to review proposed changes at the expense of the Owner.
- H. No change may be started, including ground preparation, until final approved stamped plans and the approval letter from the ACC has been received by the Applicant.
- I. No demolition will be allowed until the ACC approves the Application and the County, if applicable, approves final plans.
- J. An Application is required even if the intended work conforms to the Governing Documents or the Rules or a similar or identical construction Application was previously approved.

- K. If permits, drawings, plans, *etc.* required by the ACC have been submitted, the ACC will approve or reject the proposed alteration or improvement within 45 days of the submission of the required documents.
- L. It is the Applicant's responsibility to ensure that the construction site is always safe and secure.
- M. At the written direction of the POA Director, Lots, which are the subject of the Application shall be fenced in so as not to constitute a safety hazard.
- N. If a Residential Unit is demolished and construction does not commence within 30 days, the Lot must be sodded, irrigated, and maintained on a regular basis, unless otherwise authorized in writing by the POA Director.
- O. The Applicant must comply with the following respecting any requested and approved change:
- Construction debris and trash on Applicant's Lot shall be deposited in a dumpster.
  - Dumpsters must be placed in the driveway and not block the sidewalk.
  - Dumpsters must be covered at night if directed by the POA Director.
  - Dumpsters must be emptied when debris reaches the top edge of dumpster.
  - In the event of inclement or severe weather, up to and including hurricanes, all construction site material must be secured.
  - Utilization of dumpsters shall not exceed six months without the written permission of the POA Director.
  - Use of storage PODs shall not exceed 30 days, unless otherwise authorized in writing by the POA Director.
  - The Applicant shall erect a temporary six-foot chain-link fence with opaque green or black screening along the front, side, and rear of the Lot to ensure no construction activity encroaches adjacent Lots.
  - With respect to temporary restroom fencing, within 24 hours of being placed on site, eight feet fencing on three sides of the temporary must be installed and the door opening must be turned away from the roadways, the golf courses and the interior lake facing Lots. If needed, due to Lot configuration, a fourth piece of fencing may be required.
  - Radios and similar audio devices shall be kept at a low volume level so as not to be heard off-site. Loud and/or obscene language which can be heard from off-site is prohibited.
  - All damage during construction, to adjoining Lots or Residential Units, sidewalks, and roadways is the responsibility of the Applicant and/or the builder/contractor.
  - "Damage" includes that caused by drainage from construction sites.

## **9-2 Limitations of Responsibilities**

The ACC may review an Application for conformity with the criteria in the Governing Documents and Rules. The ACC does not assume responsibility for:

- A. The structural integrity, adequacy, safety, or suitability of intended use of the change;
- B. Soil erosion or otherwise unstable soil conditions;
- C. Compliance with applicable governmental or quasi-governmental laws; regulations, code ordinances or requirements.

### **9-3 Surveys and Drawings**

If the Application requires surveys and/or drawings:

- A. The scale of the drawing must be of sufficient size to clearly represent appropriate detailing; and
- B. Floor Plan drawings must use a ¼ inch = 1 foot scale

### **9-4 Remedies**

In the event of commencement of construction or site improvement for items pertaining to an Application for which approval has not been granted, the ACC may, through the POA Board, in addition to issuing fines and sanctions, seek any available legal remedies, including injunctive relief.

### **9-5 Design Standards**

- A. The guidelines and requirements are set forth herein to promote, improve, and maintain the quality of the individual elements that make up Boca Woods.
- B. It is not the intent that these Rules be used to reflect personal taste or preference, but rather to ensure a high standard of aesthetic quality within Boca Woods pursuant to the Declaration, which provides in part:
  - i. The site design, architecture, fencing and landscaping must work as a unit and be in harmony with the rest of Boca Woods.
  - ii. In locating each element or structure on a Lot, every effort shall be made to preserve the natural features of the Lot and to prevent obscuring the principal views of surrounding Lot's properties. Notwithstanding the foregoing, Owners, under current prevailing Florida case law, are not entitled to completely unfettered views of the surrounding areas as existed prior to the submission of an Application.

### **9-6 Specific Design Standards**

- A. Setback Requirement: Side and Rear – There shall be a minimum sideline yard distance of 7' 6" from the Lot's property line or from the Residential Unit's privacy wall to the line of screen enclosures. The minimum rear yard distance shall be as set forth in the Palm Beach County regulations.
- B. Setbacks Requirements: Front – The minimum front setback shall be 25 feet, which shall also apply to corner lots where the sideline setback abuts the front setback.

- C. Vertical Expansion Limitations – Any new construction, alteration, or addition to existing Residential Units increasing the height thereof shall not restrict or impede the light, air, or recess rights of the Residential Units on the contiguous sides of applicants Residential Unit and shall not be increased more than one living level.
- D. Any new construction shall be oriented so that the resulting front and side elevation remains in relation to the highest portion of the adjacent Residential Unit. For example, if the highest portion of the adjacent Residential Unit is toward the rear, so shall the highest portion of the proposed change on the applicant's Residential Unit be to the rear.
- E. Maximum Coverage Limitations – The area calculating the maximum coverage of any principal building on any Lot shall include the building and any appurtenance thereto, including overhangs, gutters, eaves, etc.
- F. Time Frame – Pursuant to Article VIII, Section C. (5) of the Declaration, work approved by the ACC must begin within 120 days from the date of approval by the ACC and must be completed within one year from the date of approval by ACC, unless otherwise directed by the POA Board. Failure to commence or complete work timely may result in the automatic rescinding of such approval.

#### **9-7 Exterior Materials**

Certain materials, finishes, and combinations thereof are more appropriate than others. Materials not listed or new building materials as they are developed or become available will be given special consideration, provided their use harmonize with the Boca Woods' appearance. The following materials are appropriate:

- A. Exterior hardware – hot-dipped galvanized, aluminum, or stainless steel;
- B. Wood Accents – board and batten, grooved, tongue and groove wood siding, or rough sawn lumber;
- C. Stucco – texture and finish will be considered on individual merit;
- D. Masonry – stone, brick (buff and brown tones) and concrete must not exceed a height of six feet, rock, and decorative concrete block (in limited application);
- E. Metals – factory finished in durable anodized or baked on enamel colors.
- F. Miscellaneous – glass, transite (monolithic fiber cement board made from Portland cement), plastics (in limited applications);
- G. Flat, S, or Barrel concrete tile and metal roofs are generally acceptable in appropriate colors for all houses. The style, shape, texture, and color are to be approved by the Architectural Control Committee.
- H. Cedar shake shingles in need of re-roofing may be replaced by those tiles described above.

The following materials are not appropriate and are subject to rejection by the ACC:

asphalt siding, raw or job painted metal siding.

## 9-8 Accessory Facilities

- A. All exterior garbage or trash containers, oil tanks, or bottled gas or propane tanks shall be located at the rear or side yard of the Lot served and shall be installed underground or located within an acceptable enclosed area and not detectable from any roadways or adjoining Lot. Any such enclosed area shall be constructed so as to be not accessible to animals.
- B. Sanitary, capped containers are required for all garbage. Utility and service boxes must be shielded from public view.
- C. Exposure to the skyline of utility vent stack, air-handling equipment, circulating roof turbines and similar equipment shall be reduced to a minimum.
- D. Exterior air conditioning compressors, water softeners, pool mechanical equipment generator and similar items shall be screened from public view by means of fencing, landscaping, or other approved methods. Exterior communication antennas are prohibited; but exterior television satellite dishes are permitted.
- E. Protective storm shutters or panels must be approved in writing by the ACC prior to installation. Aluminum or galvanized steel shutters may only be used during a hurricane watch or actual storm period. They must be removed within 10 days after the POA issues a directive that storm shutters must be removed unless otherwise authorized in writing by the POA Director.
- F. Permanent generators must be installed in accordance with Palm Beach County regulations and only after applicable permits from the County are presented to the ACC and must be surrounded by flora.

## 9-9 Lighting

- A. All outdoor lighting must be approved by the ACC. The lighting of entry walls and landscaped areas may be desirable but must enhance the overall appearance of the Residential Unit. Diagrams must be submitted with the Application.
- B. Outdoor lighting shall be located so it does not interfere with vehicular travel or become a nuisance to Members. The light of any permitted exterior sign or light fixture shall be shielded so not to disturb a Member neighbor. Lights associated with Security cameras or other Security devices are permitted.

## 9-10 Play Equipment

Play equipment, temporary or permanent, such as sandboxes, above-ground swimming pools, playhouses, swing sets, play structures and tents require the approval of the ACC.

## 9-11 Fences and Screens

All fences must be approved by the ACC **before** installation.

- A. Height and Length Restrictions – Property fencing and walls above grade shall not exceed five feet. In any case, proportions must be in scale with the surrounding property, structures, and with the intended use.

- B. Materials and Finish – Wood or PVC fencing or screening will be approved if the design is in general conformity with the character of Boca Woods.
- C. The ACC shall not approve an Application for the installation of chain link fencing.
- D. All fencing or screening must have finished materials on both sides.
- E. Walls above grade must be a compliment to the architecture of the Residential Unit. No raw aluminum posts or supports are permitted. Aluminum fencing shall be white, bronze, or black.
- F. Restrictions on Placement – No fences are permitted that directly abut or obstruct the principal views of golf courses.
- G. No fences are permitted in front of a Residential Unit.
- H. Applications for modification of fencing or requesting fencing to be moved from the original footprint, requires a survey of the Lot marking the area for the fencing modification. The suggested modification needs to be staked out on the Lot for the ACC's prior written approval, and a new landscaping plan for the fencing area must be submitted with the Application.

#### **9-12 Swimming Pools**

Installation of swimming pools must have the approval of the ACC before any work is undertaken. The ACC will not consider an Application for the construction of a swimming pool unless an acceptable fence or screening surrounding the pool is included. The design shall conform to County regulations. The use of plantings is required to soften the effect of sound on the adjacent Lots. The landscaping design must accompany an Application for the installation of any pool.

#### **9-13 Driveways**

Use of blacktop is prohibited. Painting or installing replacement driveways must be approved by the ACC.

#### **9-14 Mailboxes**

The design and type of mailboxes for Residential Units shall be determined by the POA. No items may be added to any mailbox such as reflective tape or rocks on the tops of the mailboxes.

#### **9-15 Hedges**

Hedges and bushes must not exceed a height of six feet and must be placed on a Lot sufficiently inbound so Owners may shape hedging on both sides from the Lot.

#### **9-16 Non-Binding Effect**

Decisions by the ACC on an Application are not a precedent for any other Application.

#### **9-17 Local Building and Work Permits**

Approval of any Application by the ACC is not a substitute for required governmental permits. A permit does not waive the need for the ACC approval.

#### **9-18 Conflict**

Notwithstanding the foregoing, all the terms, conditions and provisions of the Declaration shall control in the event of conflict.

#### **9-19 Violations Relating to Residential Units**

- A. The ACC is authorized to inspect Lots and the outside of Residential Units, and report violations to the POA Director.
- B. The POA Board, pursuant to the Governing Documents has the authority to assess fines (“ACC Fines”) of One Hundred Dollars (\$100) per day up to an aggregate of Two Thousand, Five Hundred Dollars (\$2,500) per violation against any Member for violation of any of the provisions of this Section 9.
- C. The POA Director shall notify the Member by sending a notice of an ACC Fine (“ACC Fine Notice”) of a reported violation within 10 business days of the violation and the amount of any fine to be imposed pursuant to 9-19, B above, in writing by mail at the Member’s last known address and/or email if the Member has an email address on file with the POA.
- D. Members have 14 days from the ACC Fine Notice to notify the POA Director in writing that the condition which is the subject of the violation has been corrected, or that the Member has planned to have the condition corrected, or that the Member wishes to meet with the POA Director to present mitigating circumstances regarding the reported violation.
  - i. If the reported violation is not corrected, or otherwise disposed of within 14 days from the date of the ACC Fine Notice, the POA Director will forward the violation as a grievance to the Grievance Committee.
  - ii. At the request of the Member, the Grievance Committee will conduct a hearing on 14 days’ notice to the Member and after the hearing will render a decision with respect to the fines which are the subject of the ACC Fines Notice. Fines will become effective if a timely request for a hearing by the Grievance Committee is not made, or if a timely request is made, upon decision of the Grievance Committee after notice of such decision is provided to the Member, and the Member does not make an appeal to the POA Board.
  - iii. The Member may appeal in writing the decision of the Grievance Committee to the POA Board by mail, email or hand delivered to the Executive Assistant c/o the Administrative Offices within 14 days from the date of the decision of the Grievance Committee.
  - iv. Upon the POA Board’s decision respecting an appeal of the Grievance Committee’s decision, the violation subject to the appeal becomes final and the fine, if any, becomes effective upon notice provided to the Member in the manner set forth in these Rules.

#### **9-20 Consideration of Application and Review**

The ACC will issue its decision respecting an Application within 45 days of the Application’s submission in

final form. The ACC will deliver its decision on applications to the Applicant in writing. If rejected, the reason(s) for rejection shall be included in the decision.

#### **9-21 Appeals of ACC Decisions**

Decisions of the ACC may be appealed to the POA Board. Such appeals must be in writing and delivered within 15 days of the ACC's decision to the Secretary of the Board, care of the POA Office. Board decisions on appeals do not supersede applicable governmental or quasi-governmental laws, regulations, code ordinances, or requirements. Board decisions on appeals are final and not subject to any further review.

#### **9-22 Non-Liability of the ACC or the POA**

- A. The ACC will not knowingly approve an Application, which is in violation of the local building or zoning codes.
- B. The approval by the ACC of any Application shall impose no liability on the ACC, the POA, or its officers or directors as to the suitability of any materials or labor used by the Applicant, or the safety thereof.
- C. An Applicant, by the filing of any Application with the ACC, agrees to and does save, defend, and hold the ACC and the POA harmless from any liability, judgment, cost, or charge, including reasonable legal fees incurred by the POA as a result of the Applicant undertaking such work or employing persons or firms to perform the same.

#### **SECTION 10 – EXPLANATION OF THE DUTIES & RESPONSIBILITIES OF THE LEGAL/BYLAWS/RULES & REGULATIONS COMMITTEES**

- A. The Legal Committee shall consist of no less than five members, including the Chairperson;
- B. The Chairperson shall be appointed by the President, subject to approval of the Board;
- C. If the Chairperson is not a member of the Board, he or she shall be a member in good standing of the POA and shall meet all qualifications, credentials, and standards set forth by the Board;
- D. The Chairperson shall appoint all remaining members on the Legal Committee, in conformity with all required qualifications, credentials, and other standards as set forth by the Board, and submit them to the Board for approval;
- E. The Committee shall be responsible for the following tasks and duties:
  - i. At the request of the Board, a Committee Chairperson, or senior management of the POA, will review and provide recommendations to the Board regarding the legal questions presented by any of the foregoing;
  - ii. At the request of the Board, review and provide recommendations to the Board regarding any legal actions taken against or by the POA;
  - iii. At the request of the Board, provide recommendations to the Board regarding any matters concerning the POA's compliance with any State, local, or federal law, rule, regulation, or ordinance;

- iv. At the request of the Board, review the POA's compliance with all applicable State, local or federal law, rule, regulation, or ordinance;
  - v. At the request of the Board, provide recommendations on any other legal matter involving, or which could potentially involve the POA, including but not limited to, lawsuits against the POA; lawsuits intended to be brought by the POA; lobbying; compliance with any rule, law, regulation or ordinance; the Governing Documents; the POA's corporate responsibilities, and any other matter involving the laws, rules, regulations, codes, and ordinances of Palm Beach County, the State of Florida, or the United States of America;
  - vi. At the request of the Board, communicate with and where applicable, aid the POA's attorneys on any matter involving any of the foregoing listed in subsection E; and
  - vii. Develop and recommend revisions and supplements to the Bylaws and Rules and Regulations of the POA submitted by the various committees of the POA.
- F. Notwithstanding paragraph E, the Board may refer all the foregoing to outside counsel.
- G. All the foregoing provisions are subject to change from time to time upon the requisite procedures and a vote by the Board.
- H. Except for providing recommendations to the Board as set forth above, no member of the Legal Committee not licensed to practice law in the State of Florida or in the federal courts located in the State of Florida shall provide legal advice or otherwise engage in the practice of law in Florida, unless otherwise provided by court order.