



Boynton Waters Homeowners Association, Inc.

Post Office Box 740065, Boynton Beach FL. 33474-0065

● www.boyntonwaters.org ●

Dear Homeowner / Resident,

On September 7, 2011 the Board of Directors revised the Rules and Regulations to require deposit be paid to the HOA by either the landlord or tenant of any rental within the community.

Damages which occurred to the entry gates by visitors to one of our resident's tenants necessitated the creation of this rule.

The monies will be held in a separate escrow account, per Florida law, and any damages to the common area of our community made by the tenant or the tenant's invitee shall be charged against the monies held.

It is the responsibility of each homeowner, tenant, guest and invitee to understand and comply with the Rules and Regulations set forth herein and those contained within the Declarations, Covenants and By-Laws.

This rule shall be effective immediately and shall be imposed upon any rental application made after September 7, 2011.

Please see Section 15.1(b) for the specific language.

Thank you for your cooperation.

Boynton Waters Board of Directors



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RULES AND REGULATIONS

Adopted May 12, 2011

Revised September 7, 2011 - Section 15.1(b)

Section 1 - Rules and Regulations - rules and regulations as they pertain to Section 25 'Rules and Regulations' of the Boynton Waters Homeowner Association Declarations

A. The following restrictions, rules and regulations shall be adhered to by each Owner, lessee, their families, guests and invitees:

1. No owner, lessee, their families, guests and invitees shall make or permit any disturbance that will interfere with the rights, comforts or convenience of others.

2. All owners and lessees of Lots in The Properties shall abide by this Declaration, the Articles of Incorporation, the By-Laws and all rules and regulations as they are adopted from time to time by the Board of Directors and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision.

B. In order to change or amend any rules or regulations or adopt new rules and regulations, the same must be approved by a majority of the Board of Directors. No vote of the membership shall be required. A change, amendment or adoption of a rule or regulation shall not require an amendment to the Declaration or the By-Laws.

Section 2 - 'Common Areas' - rules and regulations as they pertain to Section 5 'Common Areas' of the Boynton Waters Homeowner Association Declarations

1. Homeowners are responsible for the immediate clean-up of all animal/pet excrement. Pets shall not be permitted to roam unleashed and unaccompanied or become a nuisance or annoyance to any neighbor.

2. No obstruction to visibility at street intersections or corners shall be permitted.

3. Hedges: Between lots should be no higher than 8' running from the front edge of the dwelling to the rear of the property line. From the front edge of the dwelling to the sidewalk, hedges shall be no higher than 4'. No hedges or fences of any height or construction shall be permitted at the front border or property line of the lot, parallel to the sidewalk.

4. All mailboxes or newspaper boxes must be white in color and conform to the guidelines of the community and approved by the ARC. They must be maintained in good repair and kept clean and free of mold.

5. No gas powered motors are permissible for use on boats on our lakes, nor are sailboats allowed. Small boats powered by a maximum 2.5 hp electric trolling motor are allowed.

Section 3 - 'Landscaping; Lot Maintenance' - rules and regulations as they pertain to Section 6 'Landscaping Lot Maintenance' of the Boynton Waters Homeowner Association Declarations

The Association shall maintain all lawn and landscaped areas of the Common Areas from the date of recordation of this Declaration. Additionally, the Association may, at its sole option, offer to provide, at additional expense, a lawn maintenance service to the Lots. Each Owner shall then have the option of requesting such service and the cost thereof shall be a special assessment as provided in Article IV. If any owner neglects or fails to maintain his Lot or the exterior surfaces of his residence in accordance with this Declaration and lawfully adopted rules and regulations of the Association, the Association may, at its option, provide such maintenance and levy a special assessment as provided in Article IV.

Section 4 - 'Architectural Review Board' - rules and regulations as they pertain to Section 7 'Architectural Review Board' of the Boynton Waters Homeowner Association Declarations

Rules and Regulations of the Architectural Review Board

1. Any owner who desires to construct an improvement or construction of any kind on his Lot shall submit to the Architectural Review Board an application accompanied by a minimum of three sets of plans and any additional number of sets requested by the Board.
2. The Architectural Review Board shall have thirty (30) days from submission of a complete application in which to review and approve or disapprove an application. If the Architectural Review Board has not otherwise responded after said thirty day period, the application shall be deemed approved.
3. No window or wall air conditioning units are permitted.
4. All mailboxes or receptacles for the delivery of newspapers, magazines or mail shall conform to the standard approved by the Board.
5. Except when placed in front for pick-up, no garbage container shall be visible from any street, Lot or Common Area.
6. Any fences shall be considered an improvement under items I and 2 above.

Section 5 - Nuisances - rules and regulations as they pertain to Section 6 'Nuisances' of the Boynton Waters Homeowner Association Declarations.

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot Owner. In the event of any question as to what may be or

become a nuisance, such question shall be submitted to the Association for a decision in writing and such decision shall be final.

Section 6 - Temporary Structures - rules and regulations as they pertain to Section 'Temporary Structures' of the Boynton Waters Homeowner Association Declarations.

No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle shall be permitted on any Lot either temporarily or permanently, nor shall free-standing sheds or other similar structures be permitted.

Section 7 - Signs - rules and regulations as they pertain to Section 8 'Signs' of the Boynton Waters Homeowner Association Declarations.

No "For Sale", "For Rent" or any other signage shall be displayed on any lot or dwelling or otherwise within Boynton Waters.

Section 8 - Pets, Livestock and Poultry - rules and regulations as they pertain to Section 10 'Pets, Livestock and Poultry' of the Boynton Waters Homeowner Association Declarations.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other common household pets may be kept, subject to rules and regulations of the Association, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to have excretions on any Lot, or anywhere else within The Properties, except in locations which may be designated by the Association in its rules and regulations. There shall be a maximum of three domesticated pets allowed to reside on each lot; residents with more than three pets at the time of adoption of this rule shall not be affected until such time that any pets in excess of three have expired at which time they may not be replaced if the total number of pets would exceed three. No animal breed of any type which is generally accepted to be an aggressive breed shall be allowed in Boynton Waters.

Section 9 - Architectural Control - rules and regulations as they pertain to Section 12 'Architectural Control' of the Boynton Waters Homeowner Association Declarations.

No building, wall, fence, or other structure or improvement of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Review Board have been approved in writing by the Architectural Review Board. Each building, wall, fence, or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Review Board seem sufficient. Any change in the exterior appearance of any building, wall, fence, or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval.

Section 10 - Exterior Appearances and Landscaping - rules and regulations as they pertain to Section 13 'Exterior Appearances and Landscaping' of the Boynton Waters Homeowner Association Declarations.

The paint, coating, stain and other exterior finishing colors on all buildings shall be maintained as originally installed by Declarant (the Builder) in accordance with the provisions of this Declaration without prior approval of the Architectural Review Board, but prior approval by the Architectural Review Board shall be necessary before any such exterior finishing color is changed. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained in accordance with the Declaration, as originally installed by Declarant (the Builder), unless the prior approval for any substantial change is obtained from the Architectural Review Board.

Lots, including appurtenances to, their structures and paved areas shall be maintained in a neat and clean appearance. Repairs and maintenance necessary for the good working order and proper appearance of anything on the lot visible from the street, common areas or adjacent lots shall be made in a timely manner. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any lot. All landscaping, including trees, shrubs, lawns, flower beds and other plantings, walkways and driveways or other parking areas shall be maintained in a clean and neat fashion. All such plantings and walkways are to be maintained free of weeds and be kept properly trimmed and pruned. Shrubs and hedges shall be maintained so as to not overhang sidewalks. Trees and palms shall be maintained so as to not block street lights from illuminating the sidewalks and streets.

Holiday decorations and lighting shall only be displayed for the respective holiday and shall not be installed more than 30 days prior to the holiday and shall be dismantled no later than two weekends after the holiday. Holiday lighting shall be defined as any illumination device which is considered temporary in nature such as, but not limited to, strings of bulbs, light 'ropes', lighted seasonal or religious icons, etc. and/or one which is plugged directly into a typical household power outlet. Permanent lighting devices specifically designed for the projection of light onto walkways, planting or structures are exempt from these regulations.

No outdoor storage of construction materials, equipment, vehicle parts, or the like may be on a lot or common area unless said materials or equipment are for the construction of an improvement or repair approved by the Architectural Review Committee or the Board of Directors, whichever may be applicable.

Outdoor lighting shall be designed, constructed and operated so as to not create a nuisance to any other lot and effort shall be made to minimize light spillage to other properties. Lighting activated by sensors for security purposes is exempt from this rule however; said lighting shall be timed to be illuminated for a period not to exceed 30 minutes.

Hurricane protection devices shall not be put into place unless there is a Hurricane Watch declared by the National Hurricane Center and shall remain in place not longer than five (5) days after the hurricane has passed or the Hurricane Watch is cancelled, or through the following weekend, whichever is longer. If another hurricane is imminent, the protection devices may be kept in place until this subsequent hurricane has passed or the Hurricane

Watch cancelled, at which time, the schedule for removal or opening shall be as stated. Owners of unoccupied residences shall make arrangements for the installation and removal of hurricane protection devices in accordance with these guidelines. This rule applies only to the sides of homes which face a street.

Gas tanks, gas containers and/or gas cylinders shall not be permitted to be placed on or about the outside of any dwelling, except as used for personal barbeque equipment which is hidden from view from the front and streets of the community.

Unlicensed motor vehicles, (including but not limited to motorized scooters, golf carts and ATV's), are not allowed on the streets, sidewalks or other common areas. Unlicensed drivers are not permitted to operate any type of motor vehicle.

Section 11 - Commercial Trucks, Trailers, Campers and Boats, Parking - rules and regulations as they pertain to Section 14 'Commercial Trucks, Trailers, Campers and Boats, Parking' and Landscaping' of the Boynton Waters Homeowner Association Declarations

- A. No trucks or commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved construction on said Lot, and except that they may be stored within garages or behind patio walls if not visible from the streets, any Lot or Common Area. The term "Trucks" does not include pick-up trucks unless such pick-up truck is a commercial vehicle. The term "Commercial Vehicle" shall include any truck, van, passenger vehicle and vehicular equipment such as, but not limited to, towable generators and trailers which bears signs or shall have printed on same some reference to any commercial undertaking or enterprise or carry commercial vehicle license tags or which has any visible commercial work equipment. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.
- B. Parking of vehicles within the roadways and other Common Areas shall only be permitted in areas, if any, designated by the Association. Parking of inoperative vehicles or trailers on any Lot or Common Area is prohibited except in areas of a lot screened from the view of any lot or Common Area.
- C. Vehicles of any type shall not be parked on any surface of a lot other than a surface specifically designed for the storage of vehicles and of a material and design consistent with other parking surfaces on lots within the community; said surfaces must be approved by the Architectural Review Committee and shall not be of a surface designed to foster grass to grow through the surface; typically known as 'turf block' or other similar trade names. Parking surfaces not consistent with this rule at the time of adoption of said rule shall be exempt and 'grandfathered-in' however; they shall not be expanded or enlarged.
- D. No overnight parking on the grass in any of the common areas, on the streets, grass swales, on driveway aprons or across sidewalks is allowed anywhere within the community. Parking of vehicles within the roadways and other common areas shall not occur on a regular basis by residents, their guests or visitors and shall only be permitted in areas, if any, designated by the Association.

- E. Garages are meant to house vehicles and as such, each resident shall make every effort to park vehicles in their garages or on their driveways before resorting to parking in the street. The number of vehicles for which a particular lot's garage is designed to accommodate plus the number of vehicles for which said lot's driveway is designed to accommodate, without overhanging sidewalks, is the number of vehicles which the lot owner is expected to park on their property before parking additional vehicles on the street only on a temporary basis for the purpose of social gatherings and the like.
- F. Vehicles that are inoperable or having expired registration shall not be parked or stored on any lot except within a garage.
- G. Vehicles found to be in violation of any applicable rule or regulation contained herein shall be addressed as follows by the Violations Committee or a Board Member:
 - 1) First offence - the lot owner shall receive a written notice of violation which shall contain the following information:
 - a) Description of the vehicle - included make, model, color and vehicle tag if possible
 - b) Date and time of violation
 - c) A statement explaining that the vehicle is parked illegally with respect to the established community guidelines
 - d) A statement explaining the subsequent actions to be taken (as listed below) if the violation is not corrected.
 - 2) A second violation shall result in the levying of a \$25 fine to the Homeowner.
 - 3) A third violation shall result in a \$50.00 fine and a notice of intent to tow the vehicle at the owner's expense, by a towing company under contract with the HOA, upon 24 hours notice provided by the HOA to the lot owner or vehicle owner; adequate notice to the vehicle owner shall be a written notice affixed to the vehicle so as to not cause damage to said vehicle.

This procedure will also apply to all illegally parked vehicles, boats, trailers, RV's, etc. A sign by the towing contractor shall be posted at the entrance to Boynton Waters.

Section 12- Fences - rules and regulations as they pertain to Section 15 'Fences' of the Boynton Waters Homeowner Association Declarations

No fence, wall or other structure shall be erected in the front yard, back yard, or side yard, except as originally installed by Declarant, and except any approved by the Architectural Review Board. In no event shall any fence be allowed to be constructed beyond the front dwelling line of any Lot or any adjoining Lot, nor shall the height exceed six (6) feet.

In order to clarify the conflict of fence heights stated in the Bylaws (4') and this section (6') the following as outlined in the Bylaws shall govern:

- 1. Fences shall be no more than 4 feet in height. Fences may, be either green or black in color and must be hidden in hedge so that they cannot be visible or fences may be ornamental white aluminum. Fences may only be behind a dwelling. Fences shall not be permitted in front of dwellings. No structure or landscaping shall be permitted in the maintenance easement without the written approval of the Board of Directors.

Pool enclosures shall be white aluminum screen cages or ornamental white aluminum fences.”

2. In further support and clarification of this Bylaw:
 - a. The ARC must approve all fences prior to installation.
 - b. Fences may be more than 4 feet in height if required by county ordinance or other applicable code.
 - c. Fences which are green or black may only be vinyl clad chain-link and must be hidden within hedging so as not to be visible.
 - d. Chain-link fencing shall not have any color ‘slats’ woven into or otherwise attached to said fencing.
3. Fences which are not in compliance with the rules and regulations set forth herein shall be brought into compliance at the time lot ownership is transferred except that if an existing fence is adequately screened, as determined by the Architectural Review Board and the adjacent lot owner(s), by an existing or proposed hedge the fence may remain.

Section 13- Garbage and Trash Disposal - rules and regulations as they pertain to Section 16 ‘Garbage and Trash disposal’ of the Boynton Waters Homeowner Association Declarations.

No garbage, refuse, trash or rubbish shall be deposited on any Lot except in a fenced or walled area; provided, however, that the requirements from time to time of the County of Palm Beach for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No unsightly landscaping shall be allowed to grow or remain upon any lot. No piles of yard trash or trimmings or unsightly objects shall remain upon any lot for an unreasonable period of time. Regular trash and recycle containers shall not be put out before 5:00 p.m. the night before pickup and yard waste shall not be put out more than two days prior to the pickup day. Yard waste shall not be placed on the street, blocking sidewalks or over a storm drain. In an effort to prevent damage by the County’s landscape waste removal ‘claw’ device to the asphalt seal-coating yard waste shall be placed in the grass swale area where adequate space is present.

Section 14- Antennas and Wires - rules and regulations as they pertain to Section 20 ‘Antennas and Wires’ of the Boynton Waters Homeowner Association Declarations

No television or radio masts, towers, poles, antennas, aerials, or appurtenances may be erected, constructed, or maintained on the exterior of any dwelling on any Lot in such a manner as to be visible from any dwelling, street, right-of-way, or Common Area; provided, however, the Architectural Review Board may approve in its sole discretion the placement of a temporary outside television antenna. Such permission shall cease upon a master television antenna or cable system becoming available to The Properties. Large antenna/satellite dishes K-Band are prohibited. Small satellite dishes, such as those used for DirecTV and Dish Network are permissible. Restrictions shall be consistent with the latest Federal Communications Commission guidelines.

Section 15- Lease Approval Authority

In order to provide congenial occupancy of the Property and for the protection of the values of the Lots, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

15.1 Leases Subject to Approval, Leases shall be subject to prior written approval of the Board of Directors and any lease undertaken without prior written approval of the Board of Directors shall be void:

- a) All transfers subject to approval shall require, as a condition of approval, the payment to the association of a transfer fee not to exceed One Hundred (\$100.00) Dollars or the maximum allowable by law.
- b) All transfers by lease ~~may~~ shall be conditioned upon the posting of a security deposit ~~not to exceed (1) month's rent or the maximum allowable by law~~ in the amount of \$500. Said security deposit shall be held in a non-interest bearing account and shall be charged against for any damages made to the common property by the tenant or invitees of the tenant. Damages, along with any legal or collection costs as may be applicable, in excess of the security deposit shall be charged to the lot owner or pursued through civil action at the discretion of the Board of Directors.

15.2 Notice to Association, Prior to approving any lease subject to approval hereunder, the Association shall be entitled to written notice of the lessee's intent to make the lease with a copy of the lease agreement, and a copy of any other documentation pertaining to a proposed lease subject to approval hereunder with the Association may require, completed application on forms prescribed by the association, a personal interview with the proposed lessee(s) and any other intended occupants of the Lot, and such further and other information about the intended lessees or occupants as the Association may reasonably require.

15.3 Association's Election, Within thirty (30) days of receipt of the last of the information required pursuant to Section 15.2 above, the Association must either approve or disapprove the lease. Failure on part of the Association to respond within said thirty (30) day period shall constitute automatic approval for the proposed lease.

- a) Disapproval of Lease, In the event the Board of Directors disapproves a proposed lease, the lease shall not be made. The Association shall have the authority to disapprove any lease under the following conditions:
 1. The applicant fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for membership because of the restrictions on occupancy or ownership set forth in the Declaration, the Bylaws, Articles of Incorporation, or in the Rules and Regulations of the Association, as same may be amended from time to time; or
 2. The person seeking approval (which shall include all proposed occupants) has been convicted at any time of a felony involving violence to persons or a felony where the victim was a minor or has been convicted of any felony within ten (10) years preceding the date of application, or;
 3. The person seeking approval (which shall include all proposed occupants), is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction, or;

4. The applicant takes possession of the Lot prior to the approval of the Association as provided for herein, or;
5. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this Association as a lessee, guest, owner, or occupant of a Lot, or;
6. The applicant fails to comply with the requirements of Section 15.2, hereof,
7. No lease will be approved if, at the time of the application or at any time prior to the time approval is to be granted, the Lot Owner is delinquent in the payment of any financial obligation to the Association under the Declaration or any of the governing documents of the applicable Statute, or if the Lot is in violation of any provisions of the Declaration or the Rules and Regulations which remains uncured at the time the Association is required to make its election hereunder.

15.4 Additional Lease Restrictions, No portion of a Lot may be rented. A Lot shall not be leased or rented without prior written approval of the Association, which approval shall not be unreasonably withheld. No Lot Owner may lease his or her Lot more than once in a twelve (12) month period, measured from the commencement of the most recent prior lease. No lease may be for a term less than three (3) months. A Lot shall be considered leased at any time it is occupied by a tenant. The Association shall have the right to require that a substantially uniform form of lease be used. The lease shall include a provision granting the Association authority and standing to evict any lessee of a Lot Owner who is in breach or violation of the Declaration or the Rules and Regulations of the association. In the event that the Association approves a rental or lease, such approval of a lease or rental shall not release the Lot Owner from any obligation under the Declaration, and the tenant shall have the right to use facilities and Common Areas to the exclusion of the Lot Owner unless tenant waives such rights in writing. Regardless of whether or not expressed in the applicable lease, if any, all Lot Owners shall be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of the tenant(s) or occupant(s) (whether or not subject to lease) which constitute a violation, or non-compliance with, the provisions of the Declaration and of any and all rules and regulations of the Association. All tenants shall comply with and be subject to the provisions of the Declaration, Bylaws, Articles of Incorporation and the Rules and Regulations of the Association, and the provisions of same shall be deemed expressly incorporated into any lease of a Lot. Subleases are prohibited.

When a Lot is leased, a tenant shall have all use rights in Association Property and those Common Areas otherwise readily available for use generally by Lot Owners, and the Owner of the leased Lot shall not have such rights, except as guest, unless such rights are waived in writing by tenant. Nothing herein shall interfere the access rights of the Lot Owner as a landlord pursuant Chapter 83, Florida Statutes. Dual usage by a Lot Owner and a tenant of the Association Property and Common Areas is prohibited.

As part of the application process, the Association may also require each Owner and prospective lessee to execute a Lease Addendum in a form to be determined by the Board of Directors, which will provide the Association with the authority to collect rent directly

from a tenant where the tenant's Owner is delinquent in the payment of any assessment or any other monetary obligation to the Association. The Association authority to collect such rent directly from the tenant shall exist at any time during the term of the approved lease.

End of Rules and Regulations