

*BOCA GOLF & TENNIS
TOWNHOMES
HOMEOWNERS
ASSOCIATION
(“THE GREENS”)*

*Homeowners Handbook
Of
Rules and Regulations
Governing the Community
November 2012 Update*

A BRIEF OUTLINE OF SOME OF THE RULES AND
REGULATIONS FOR OWNERS, RESIDENTS, TENANTS, AND
PERTAINING TO THE BOCA GOLF & TENNIS TOWNHOMES
HOMEOWNERS ASSOCIATION
(hereinafter “THE GREENS”)

This handbook shall replace all prior editions and
versions of Homeowners' Handbook of Rules and
Regulations Governing the Community.
Notwithstanding, in all cases of conflict between this
booklet and the Governing Documents of the
Association, the Governing Documents shall prevail.

Introduction:

The Greens is a subdivision located within the Boca Golf & Tennis Country Club (“Boca Country Club”) located in Boca Raton, Florida and consists of sixty-one (61) townhomes and a pool house.

The Boca Golf & Tennis Townhomes HOA, Inc. (hereinafter the “Association” or “HOA”) governing The Greens is a “homeowners association,” not a condominium. This means that unit owners own title to the land that each unit rests. As a homeowner, you are a member of a “Homeowners Association” (HOA), which governs the operation and budget of the community. As a unit owner, guest or tenant you agree to abide by the policies of the Association.

The Greens HOA is governed by Chapter 720 of the Florida Statutes.

Our HOA is overseen by a Board of Directors (“BOD”), composed of five members, who are elected annually, usually during the first quarter of each calendar year. The BOD serves as the primary contact with the Property Management firm, develops the budget and makes decisions on behalf of the Association which it deems are in the best efforts of the community as a whole.

The HOA, through the BOD is responsible for, among other things,:

Oversight of all elements of the external appearance and maintenance of the “common elements” of the community, entering into agreements with various vendors which service the community, the operation of the pool and pool house, the development of the annual budget, conformance issues relating to compliance with community standards, review of applications pertaining to re-sales and rentals and communication with the Boca Golf & Tennis Property Owners Association (“Master Association”) board.

As of this writing, our property management firm is Campbell Property Management, Inc. ("CPM"). The BOD in place as of this writing holds quarterly meetings, a budget meeting and an annual meeting where all residents are urged to attend. The current BOD also provides all residents with written materials including a newsletter published 2-3 times per year and other written and electronic correspondence including e-mails and information on the HOA's blog (<http://thegreensnewsletter.blogspot.com>).

Notices of regular meetings, budget, annual and special meetings are noticed in accordance with the pertinent provisions of Florida Statutes Chapter 720 and are posted at The Greens pool and in the glass enclosed announcement boxes located at each set of mailboxes in the community and mailed when required.

The Master Association

The Boca Golf and Tennis Property Owners Association ("Master Association") is a separate entity composed of representatives from each community association (subdivision) in the Boca Country Club and meets monthly (except during the summer). The purpose of this group largely relates to budgetary issues for security, general appearance of all common country club areas (roads, lighting, and compliance of individual communities with the master association documents in effect), plus the development of an annual budget, which is derived from a portion of your Greens monthly maintenance fee. In simple terms, the Master Association is responsible for the security, standards, look and maintenance of all areas of The Boca Country Club beyond the fence surrounding the Greens.

Greens Maintenance:

The Greens HOA is responsible for maintaining the property outside of the front wall, outside of the entrance walkways on the end units, the rear of the unit outside of the foundation plantings, and all common areas which include lawn areas, trees, the pool and pool house, streets and street lighting.

In terms of lawn care, the service is contracted to perform their services three times a month May - August and twice monthly September through April. Once a year, usually in the early fall, all shrubs and bushes outside of the front walls and walks (for the end unit) will be trimmed and shaped as to prevent overgrowth and to maintain a manicured appearance. These areas are the HOA's responsibility and not that of individual owners. The HOA also contracts to trim all trees and conduct root pruning on an as needed basis. Exterior Pest control is also performed.

The HOA is also responsible for maintaining the pool and pool area, as well as periodic exterior maintenance (except as otherwise provided in the Declaration) of exterior items such as painting, stucco repair, main roof repair, coating of driveways, sidewalks and streets. Funds to repair these items are routinely collected as part of the monthly maintenance fee and may be set aside in a reserve account via accounting rules and regulations concerning the expected useful life of the item and its potential replacement cost. Details of which items are considered reserve items can be found in the annual budget material available to each unit owner after the November budget meeting.

No one other than a member of the BOD or Management Company is authorized to contact or provide direction to any vendor of the HOA concerning those matters which are under the purview of the HOA without the HOA's express written approval. All unit owner questions or comments concerning such matters should be referred to the Property Management firm.

What building maintenance is the HOA responsible for?

Roofs:

Repair and maintenance of the main exterior roof common to each building is taken care of by the HOA. The HOA will respond to roof leak reports as quickly as possible with a contracted roofer. Be advised that any repairs needed in the interior of a unit, whether or not caused by e.g. a leak on the exterior of the unit, are the responsibility of the unit owner. You are urged to maintain your own homeowner's insurance to protect the interior of your property and its contents.

For units with balconies in the front and/or rear, and for those units with skylights, owners are responsible for proper appearance, maintenance, and repair, at their own expense, of these items. The elements comprising of an exterior balcony (and skylights) are not considered roofs. Each unit owner must contact the Property Management firm before attempting any repairs to these areas.

Stucco Repair:

Repair of the stucco on the exterior of each building is handled by the HOA. The HOA will respond to reports of stucco issues as quickly as possible. Be advised that any repairs needed in the interior of a unit (e.g. dry wall repair or painting), whether or not caused by an issue on the exterior of the unit, are the responsibility of the unit owner. You are urged to maintain your own homeowner's insurance to protect the interior of your property and its contents.

Painting:

The HOA is responsible for the painting of each building and other common elements such as driveways and walkways. General painting of the buildings occurs approximately every 6-8 years with the most recent painting having occurred during the Spring/Summer of 2011.

No part of any building exterior (including lanai walls within a screened enclosure) is permitted to be painted unless authorized in writing by the BOD in its sole discretion and in no event shall the color differ from the color of the buildings.

Maintenance Responsibilities of Unit Owner:

In addition to unit owners being responsible for the all elements of the interiors of their units, and, where applicable, their balconies and skylights (as stated above), all unit owners are required to maintain the exteriors of their units in a *first class manner*. To wit, unit owners are required and are responsible at their own expense (and subject to the policies set forth in the governing documents and this booklet) for the maintenance and immediate repair of any windows, skylights, dented or damaged garage doors, door, window and garage door framing, plumbing and/or piping connected to the exterior of the unit, exterior lighting fixtures, screens, screened enclosures and doors which are in need of repair or replacement. Unit owners are additionally responsible for the periodic cleaning of their gutters.

Monthly tours of the complex are conducted by the BOD and Property Manager and maintenance violations will be noted via a "violations letter" issued by the property management firm on behalf of the HOA. Unit owners will be given a compliance deadline to have all repairs complete.

If the unit owner does not remediate the issue(s) within the compliance deadline, and does not otherwise object to the violation outlined in the letter in a signed writing mailed to the property management firm by certified mail, return receipt requested within the time allotted in said letter, the HOA may, among other things, remove the violation and/or elect to have the work completed on behalf of the unit owner and shall reserve the right to invoice the unit owner accordingly and the charges will be placed on the unit owner's account. If the unit owner does not pay the invoice for said work by the due date, then additional legal action may be undertaken against the unit owner, including the possibility of placing a lien on the property.

Approval Required for Modifications to the Exterior of Units:

ALL PROPOSED CHANGES, REPLACEMENTS, RENOVATIONS AND ALTERATIONS TO THE ORIGINAL PROPERTY OR EXTERIOR AREAS MUST BE SUBMITTED TO THE HOMEOWNER ASSOCIATION BOARD FOR PRE-APPROVAL VIA A MODIFICATION FORM AVAILABLE FROM THE PROPERTY MANAGEMENT FIRM BEFORE ANY CHANGE IS MADE TO OR AT THE UNIT.

Any alteration to any portion of the exterior of the building or to the exterior of your property requires review and pre-approval (in writing) by the Board. The process begins by submitting an ARB form to the HOA for review. Tenants must make any requests for such modifications through the unit owner of record.

At a minimum, the ARB submission (package) must contain a description of the proposed work, photo or drawing of the proposed item, blueprint/plans (where applicable), name of contractor, copy of any permits (if required under Palm Beach County code), copy of contractor's valid license, and contractor's proof of liability and worker's compensation insurance (naming Boca Golf & Tennis Townhomes HOA, Inc. and its members as additional insured). Work may not commence until a written approval is returned to you.

Items requiring prior pre-approval include, but are not limited to:

- Any change to exterior lighting fixtures
- Any installation of new or additional exterior lighting
- Any replacement of an entry door or garage door or component thereof
- Any installation, addition or removal of hurricane shutters
- Any construction, modification or deletion of a patio

- Any installation, modification or removal of landscaping/gardening (e.g. removal of trees) other than small plants and flowers in flower beds and in courtyards.
- Any construction, erection, modification or removal of a screen enclosure
- Any pouring of concrete
- Any installation of permanent exterior seating
- Any replacement of existing windows or doors (including installation of “impact resistant glass”)
- Any installation of a satellite television dish
- Any installation of weather-vanes or other items to be affixed to a roof
- Any painting of the exterior of a unit, an entry door or a garage door
- Any installation, construction or erection of a built-in grill.

All replacement items such as windows and doors must be painted and conform with the existing color and design of the full community.

No exterior stucco walls (including the enclosed patio area of a screened-in lanai) may be painted by a unit owner without the written approval of the HOA and in no event may any exterior stucco wall be painted in a color other than that which conforms with all other buildings within The Greens.

While erecting a new patio, if approved, pavers are the only permitted material. No use of poured concrete is permitted except to provide an edging to retain patio pavers. The Unit Owner is responsible for the cost of the removal of any landscaping and/or the cost to remove or relocate components of the irrigation system.

A satellite dish may not be installed or affixed to any common element of the association (this includes, but is not limited to a building’s roof and exterior stucco). Installation of a dish may only be installed in an area which is in a unit owner’s exclusive use and control (e.g. balcony, courtyard or patio) with no

exposed wiring and so long as the dish is not affixed to a common element.

Any unit owner who violates Florida Statute 720, the governing documents and these rules and regulations shall be subject the appropriate remedies and sanctions allowed by F.S. 720 and the governing documents.

Monthly tours of the complex are conducted and deviations from the rules and regulations will be noted via a "violations letter" issued by the property management firm on behalf of the HOA.

Deviations from the established standards will be reported to the board on a regular basis for review and subsequent action. A series of photographs of the exterior of the building/units were taken to serve as a reference point.

Additionally, prior to the commencement of any work which is subject to HOA approval, the unit owner shall remit a security deposit fee of \$500.00 to the Property Management firm to protect against any damages to common elements that may occur during the work.

Furthermore, you are responsible for ensuring that your contractors (whether for interior or exterior work) leave the Greens in a clean and orderly manner at the end of each work day, including properly disposing of all refuse and residue and leaving no evidence of debris, residue or waste from said work. Should the property be left in an unclean or disorderly manner, the Association may remediate the issue and charge against the aforementioned security deposit or assess any costs related thereto against the offending unit.

GENERAL APPEARANCE OF UNITS:

No temporary window treatment is permitted, such as newspaper, sheets, and aluminum foil. Treatments shall consist of shades, blinds (vertical or horizontal), draperies, or other tasteful coverings.

Garage doors must be kept in a closed position at all times when not in use. In addition, garages may not be utilized for any commercial business purpose nor may they be converted into permanent living space.

No grills, cooking devices or barbeques of any type, furniture, potted plants, or hammocks are permitted outside of the lanai, patio or enclosed portion of an existing screened in patio or outside of the unit's courtyard entrance, except for grills actually in-use which must be returned to the lanai patio following said use.

Any privacy drapes or any other attachments affixed to screen lanais must be securely fastened from the inside of the screen enclosure and tasteful.

No jacuzzis, spas, or pools whether temporary or permanent, may be erected, or installed on a patio, within a screened enclosure or outside the exterior walls of a unit.

No hose reels shall be attached to the exterior of a building or unit.

No permanent basketball hoops or nets or shall be erected or utilized in the community. In the event a portable basketball hoop or net is utilized, it must be placed in a closed garage when not in use. If one is found unattended, the Association may remove the offending hoop or net and assess any expense related thereto to the offending unit.

No color other than the existing color for the body or trim of the units may be utilized. This rule applies to exterior walls, lanai walls whether enclosed or open, exterior of entry doors, and garage doors. Color matching formulas for touch up paint may be obtained by contacting the property manager. These matching colors can be obtained at a local Sherwin Williams store.

No “PODS” or other portable/removable storage devices/units may be placed at a unit without the prior written approval of the HOA. In the event of an approval, a “POD” or other portable storage device must be placed in the driveway and removed within 24 hours following delivery and placement at the Unit. The Unit Owner is responsible for repair of any damage to the driveway caused by the placement of the “POD” or other portable storage device at the unit.

HURRICANE SHUTTERS:

Hurricane shutters may only be put into use on a Unit or closed, as applicable, after the issuance of a Hurricane Watch for the Boca Golf & Tennis area by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration's National Weather Service. All hurricane shutters must be removed from a Unit or opened, as applicable, within fourteen (14) days after the National Weather Service has advised that the storm has passed.

LANDSCAPE RULES:

The shrubs, trees, grass, flowers, fertilizing, insect control and cleanup of the common property are the responsibility of the Association's landscape contractor selected and hired by the Board of the HOA.

Any plantings and flowers planted by the owner within flower beds or any other area within the property remain the owner's responsibility for proper care including maintenance, trimming and irrigation. The area behind a unit's front wall (in the case of an end unit, the area between the sidewalk and building) is the owner's responsibility. Vines that adhere to outside walls, vegetation such as trees and Bird of Paradise plants that damage the structure through their roots and interfere with maintenance (unless potted), and plantings such as cactus that are not unity with our community landscaping scheme are also prohibited. Homeowners who plant annuals in their courtyard

or on common areas (e.g flower beds) are responsible for maintenance and their removal at the end of the season.

Use of any stone groundcover, including landscaping stones is prohibited, as, among other things, they pose a safety threat in the event of a storm with high-winds and/or may be picked up by landscape equipment causing damage to unit windows or screens. Groundcover shall be in the form of soft mulch. Unit owners may not remove trees or shrubs without the written consent of the HOA.

EXTERIOR LIGHTING

In conjunction with the Spring 2011 repainting of the buildings, all units are now required to use HOA approved exterior lighting only. To wit, the only presently approved exterior lights for use in The Greens are Hampton Bay/Home Depot Polished Brass Wall Lantern (SKU# 126-085) and Hampton Bay/Home Depot Polished Brass Post Lantern (SKU# 128-363). The Association has mandated the replacement of all exterior lighting to uniform light fixtures which will be implemented in early 2013.

INSURANCE COVERAGE:

Your monthly maintenance payment includes the following coverage:

Property

The HOA's property policy provides coverage for those common parts of the building **exterior**; you must purchase and carry your own homeowners' policy that covers your personal effects and unit's interior components such as, but not limited to, paint, wallpaper, pictures, decorations, cabinetry, wallboard replacement, appliances, fixtures, furniture, contents, etc. Upon request of the HOA, each unit owner must provide the HOA with evidence of in-force homeowner's insurance. You are also urged to maintain your own flood insurance coverage as the HOA does not provide that coverage for you.

The Association's property policy insures against loss or damage caused by "all risks" perils, which are primarily fire, smoke, wind, hail, collapse theft, and vandalism.

Liability:

The Liability policy protects the Association and its members in the event of a liability loss for bodily injury and property damage on the premises.

Crime:

Provides coverage against employee theft/dishonesty of the Association's funds.

Flood:

There is no flood coverage provided by the Association. You are urged to maintain your own flood coverage.

SECURITY:

To contact the security gate to request admission of guests or service personnel, call the automated security answering service at 561-997-5470 and follow the instructions. In an emergency call 911 first, turn on your porch light, then call the guardhouse directly at 561-997-9867.

The guards travel throughout the property on a regular basis for your protection. If you leave your garage door open at night, they will call and perhaps awaken you to advise you.

From time-to-time the Master Association requests that the Palm Beach County Sheriff's Office monitor compliance with speed limits and stop signs within the community. The Sheriff's Deputies can and will issue tickets for any observed violations.

Barcode stickers for access to the Country Club via the resident's gate are provided solely for the authorized use of the unit owner or their documented tenants who have been assigned to a particular barcode by Security. These are not transferable. Misuse of a barcode, including transferring the sticker from car-to-car will result in the deactivation of all barcodes assigned to that unit. In the case of authorized renters, the barcode assigned to the renter automatically deactivates on the last day of the lease term.

At the time of publishing this guide, the Boca Country Club falls within the jurisdiction of the Palm Beach County Sheriff's Office.

In the case of an EMERGENCY, Dial 911.

MAINTENANCE FEES:

MAINTENANCE PAYMENTS:

Maintenance payments for "common charges" are due on the first of each month. Each unit owner is provided with payment coupons at the beginning of each year. If management does not receive your payment by the tenth (10th) of the month, a late charge of \$25.00 will be billed to your account each month. If no payment is made, or if a balance accrues, at the discretion of the HOA Board the matter may be referred to counsel and legal proceedings will be commenced with all fees related thereto assigned to the late payer's account. Legal action could include, but not be limited to liening the unit and/or foreclosing upon the unit. In addition, use of entry barcodes (explained above) or other privileges (e.g. use of the community pool) may be suspended until the account is made current.

SPECIAL ASSESSMENTS:

From time-to-time, the HOA Board and/or Master Association may approve special assessments to assist in off-setting certain expenses not anticipated in the annual budget. Special Assessment payments are due on the first of each month, unless otherwise stated. You will receive special assessment payment coupons upon the passage of a special assessment. If management does not receive your payment by the tenth (10th) of the month, a \$25.00 late charge will be billed to your account each month. If no payment is made, or if a balance accrues, at the discretion of the HOA Board the matter may be referred to counsel and legal proceedings will be commenced with all fees related thereto assigned to the late payer's account.

COLLECTIONS

Following the 10th day of non-payment of a maintenance fee or special assessment, the unit owner will be sent a reminder notice. At the end of the 30th day of non-payment, the unit owner will receive a demand letter. If the non-payment is not cured within 45 days of non-payment, the account will be referred to the Association Attorney for collections action. Thereafter, the unit owner may be subject to a common charge lien and further collections (legal) action including the commencement of foreclosure proceedings.

Additionally, any unit which is over 90 days past due with payment of Maintenance Fees and/or Special Assessment payments to the HOA will have all barcodes assigned to that unit deactivated until the delinquent account is brought current. Security will be provided with this information and those affected by this policy will need to make further entry into community through the Guest Lane procedures. Note, the Master Association has determined that associations can request temporary suspension of Resident barcodes as the utilization and issue of the barcode is a privilege granted to Residents by their Association through the Master Association.

THE POOL:

POOL AND CLUBHOUSE REGULATIONS:

Pool gates require the use of a key to enter and exit the pool area. Pool gates are to be kept locked at all times to avoid intrusion from non-Greens residents and guests and to protect persons from an accident such as the possibility of a young child wandering in and accidentally falling into the pool. Anybody found leaving a gate ajar will have their pool usage suspended and might be referred for legal further action.

Pool hours are from dawn to dusk and use is at your own risk. Diving is not permitted. In the case of threatening weather, do not enter the pool.

The pool area is monitored by a series of video cameras for the purposes of safety and security. Any person(s) found tampering with the camera or pool and/or video equipment will be liable for any damage and be subject to prosecution.

Residents and guests are requested to shower prior to utilizing the pool. If lotion is used, cover pool chairs with towel and replace chairs and umbrellas to original positions after use.

Children under 14 are not permitted in pool area unless accompanied by an adult. Babies/toddlers not toilet trained are not permitted in pool unless they are wearing appropriate protective diapering.

Pets, bikes, skateboards, scooters, are not permitted in pool area. Rafts must be removed by nightfall.

No one other than the pool maintenance vendor, member of the BOD or the Property Manager shall touch or tamper with any of the pool equipment, including but not limited to the pool heater. Anybody found manipulating the pool equipment will have their pool usage suspended and might be referred for legal further action.

No food or drink are allowed within four feet of the pool and glass is prohibited anywhere within the gated area of the pool. You are required to dispose of all trash in an appropriate container located on the pool deck and to return any chair, table or umbrella back to its original, orderly position, after use.

No person(s) may remain at the pool area overnight.

The pool is for the use of residents and a their guests only. The clubhouse and pool are not to be utilized for large private parties or gatherings of more than ten (10) persons unless authorized in advance by a member of the HOA Board (not to be unreasonably withheld) with notice to Security or for a community meeting called by the board.

PARKING, VEHICLES & DRIVEWAYS:

PARKED VEHICLES:

Only private passenger vehicles may be parked overnight in The Greens.

No vehicle may be parked on any of the roadways of The Greens between from 2:00 A.M. To 6:00 A.M. Vehicles parked in the street overnight will be noted and tagged/stickered by the Boca Country Club security officers. The tag itself is extremely difficult to remove from automobile window surfaces. Three violations will result in the vehicle being towed offsite at the owner's expense.

Trucks, pick-up trucks, commercial vans*, boats, campers, and recreation vehicles may not be parked anywhere within the confines of The Greens between 6:00pm and 8:00am and will be towed from the street or a driveway after those hours without

further notice. *Third party Emergency Repair Commercial Vans actually performing services in the community are exempt from this regulation.

Motorcycles and boats are not permitted within Boca Country Club unless approved by this HOA and the Master Association.

No parking is permitted on the grass at any time or anywhere on the property.

There shall be no parking of any vehicle in the cut-out area between the 17058 and 17064 building at anytime.

You may not park a vehicle in the driveway belonging to another unit unless that unit owner has provided you with written permission to do so.

DELIVERIES BY TRUCK & MOVE-IN/OUTS

Deliveries by truck, move-ins and move-outs shall only occur Monday through Friday 8:00am-6:00pm and Saturdays 9:30am-5:30pm. Deliveries by truck, move-ins and move-outs are prohibited on Sundays.

TRASH & RECYCLING:

TRASH AND GARBAGE PICKUP:

Trash, waste, and garbage are to be placed in garbage containers with garbage bags tied securely so that wind or animals cannot spread the items. Garbage is collected on Tuesday, Friday, recycling on Tuesday. Newspapers, magazines, flattened, corrugated boxes, catalogs, and phone books shall be placed in the yellow containers. Aluminum (beverage cans, foil and pie plates), glass, plastic drinking boxed, and milk and juice cartons

should be placed in the blue containers. NO plastic bags or steel cans. Vegetation collection is on Friday. Any bagged trash not in a covered can may be removed by management and the cost thereof will be charged back to the unit owner.

Palm Beach County rules state that material may be placed outside after 5:00 P.M. the day before pickup and must be recovered before 6:00 P.M. on the pickup date. The days of pickup are subject to change. If a change occurs, you will be notified.

PETS:

Dogs and cats must be registered with the HOA by the unit owner (or tenant) who will complete a form with the name, description and photograph of the animal(s).

At all times animals must be walked on a leash or carried when in the confines of The Greens or the Boca Country Club.

The owner must pick up and remove any animal waste.

No more than two domestic animals (i.e., non-aggressive household dogs and/or cats) are permitted per unit. The animals weight must not exceed 50 lbs. No animals (cats, dogs or otherwise) may be housed outdoors at any time, whether on a patio or otherwise or tied-up.

Any pet deemed to be a nuisance by the HOA or found to be in violation of these policies will be removed from the community.

Other than dogs and cats, household birds and aquarium fish, no other animals are permitted.

INSPECTION OF ASSOCIATION RECORDS:

Florida Statute Section 720 permits Unit Owners to inspect and review certain records of the HOA. If a Unit Owner wishes to request a review and inspection of permissible documents, the Unit Owner making such request shall make the request by sending a letter by Certified Mail, Return Receipt Requested to the HOA care of the Property Management Firm requesting an inspection.

The letter shall delineate the specific records the unit owner is seeking and the HOA (via management) will respond as required under the statute.

Inspections shall be limited to no more than four (4) hours per inspection session and there shall be no more than two (2) four-hour sessions per month (8 hours total) per household. A member of the Management Company or Board of Directors may elect to sit in on the inspection session(s). The Unit Owner inspecting records may not remove any record from the Property Management office. Copies of permissible documents can be made at the Property Management office at a cost of \$0.49 (49 cents) per copy.

GUESTS, RENTALS & RE-SALES:

The rules and policies set forth in the governing documents and in this booklet shall apply to all owners, family members, guests, vendors of owners and other guests and visitors. The unit owner shall always remain responsible for the conduct of their co-owners, family members, guests, vendors and other guests and visitors.

RENTAL PROCEDURE:

All leases of a unit must be in writing and specifically shall be subject to the Declaration, Bylaws and Articles of the HOA. No lease shall be for a period of less than three (3) months and not more than twelve (12) months at a time. All leases must be submitted to the HOA *prior to* the beginning of the tenancy period. The lessee shall be required to fill out a questionnaire prior to submission of the lease. Owners who anticipate renting their unit should secure a Renters Package from the HOA's Management Company. The renter shall deliver a copy of the lease with the appropriate application and deposit fee(s) and the renter's pedigree information to the HOA's management agent's firm for review. All renters shall receive a copy of this manual and shall be required to adhere to the policies herein. Any immediate extensions of a lease must be provided to the HOA prior to the extension taking effect. Any annual renewals of a lease do require that prior to the commencement of the new lease term, a new leasing package is submitted to the BOD. If any unit owner is in arrears at the time of submission of rental/leasing documents for review and approval, the application will be denied.

Renters may not move-in to the community prior to receiving written authorization from the HOA.

In the event a unit owner renting their unit is in arrears with the Association, the Association may require the renter to pay that portion of their rent consisting of the arrearage directly to the HOA until the unit owner account is current. Additionally, if a unit owner is in arrears in excess of 90 days their renter's barcode will be deactivated and the renter's use of common areas including the pool and pool area will be suspended until the unit owner account becomes current.

At the end of the tenancy, it is the unit owner's responsibility to ensure that all pool keys are returned and gatehouse barcodes deactivated (security has been instructed to deactivate all barcodes on the last day of the lease). A gatehouse barcode may not be used by any person who has not been authorized by

Security or the HOA. Misuse of a barcode may result in the deactivation of the barcode for all vehicles assigned to the unit.

Other Guests

Use and occupancy of a Unit in The Greens by guests in excess of three (3) days shall be required to register with the Property Management firm managing in advance of the Stay. Access to The Greens may be prohibited for unregistered guests and for other persons using or occupying a Unit in violation of these rules. A "guest" is defined as one who uses and occupies a Unit without making any payment in return or without conferring any benefit or other consideration on the Unit owner for such use and occupancy.

PROPERTY SALE PROCEDURE:

All property sales (re-sale package) are to be submitted to the Property Manager for review and calculation of any financial obligations and arrears due through the date of transfer of title. Upon closing, the new owner shall secure a copy of the Declaration of Covenants and Restrictions of Boca Golf and Tennis Townhomes Homeowners Association Inc. and all of the Amendments to the Declaration and a copy of this document. Prior to receiving an approval, the buyer shall agree to comply with these documents as well as this manual. The seller shall provide the purchaser with information on the monthly maintenance cost, open assessments and information as to when payment is due and where it is to be sent. The unpaid balance of any maintenance fees due or open assessment(s) including, but not limited to the 2004 "roof loan" assessment which will conclude in June 2014, must be paid off at closing.

Keys to the pool and mailboxes are to be provided by the seller for the purchaser.

CONCLUSION:

All questions, concerns, suggestions and maintenance requests should be directed to the Property Management company.

Please contact Campbell Property Management at 954-427-8770 with any questions and the HOA can also be contacted with general questions/comments via e-mail to thegreensnewsletter@gmail.com

Thank you.

The Boca Golf & Tennis Townhomes HOA
Board of Directors