

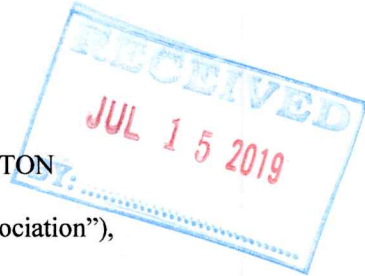


CFN 20190234540

OR BK 30710 PG 0272  
RECORDED 06/26/2019 15:07:02  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0272 - 2851 (14pgs)

**RETURN TO:**  
Phoenix Management  
6131 B Lake Worth Road  
Greenacres, FL 33463

**SECRETARY'S CERTIFICATE**



The undersigned, John L. Kyle, Secretary of HEATHERWOOD OF BOCA RATON CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), certifies that attached hereto is a true and correct copy of the Rules and Regulations of the Association, as updated by the Board of Directors of the Association at a duly noticed meeting of the Board of Directors on May 20, 2019, and according to authority granted the Board of Directors pursuant to Article XV of the Declaration of Condominium for Heatherwood Condominium recorded September 5, 1985 in O.R. Book 4643, Page 322, as amended by an Amendment to Declaration of Condominium for Heatherwood Condominium recorded June 5, 1986, in O.R. Book 4898, Page 1434, as further amended by the Second Amendment to the Declaration of Condominium for Heatherwood Condominium recorded August 3, 2009 in O.R. Book 23371, Page 0355, and, as further amended by the Third Amendment to the Declaration of Condominium for Heatherwood Condominium recorded November 6, 2009 in O.R. Book 23536, Page 0467, each as recorded in the Public Records of Palm Beach County, Florida.

Sworn to and subscribed before me this 11 day of June, 2019.

HEATHERWOOD OF BOCA RATON  
CONDOMINIUM ASSOCIATION, INC.,  
A Florida not-for-profit corporation

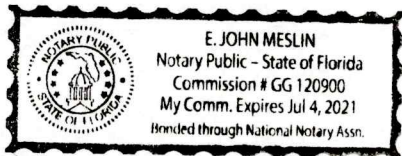
By: John L. Kyle  
John L. Kyle, Secretary

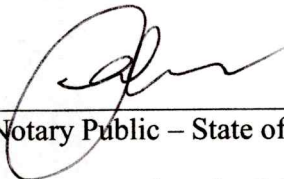
STATE OF FLORIDA

SS:

COUNTRY OF PALM BEACH

I HEREBY CERTIFY that on this 11 day of June, 2019, before me, an officer duly qualified to take acknowledgement, personally appeared **John L. Kyle, as Secretary of Heatherwood of Boca Raton Condominium Association, Inc.**, to me and known to me to be the same person described in, and or who provided me with his driver's license as identification, and who executed the foregoing instrument, and duly acknowledged execution of such instrument.



  
\_\_\_\_\_  
Notary Public – State of Florida  
E. J. MESLIN  
\_\_\_\_\_  
Printed Name of Notary

My Commission Expires: 4/4/21  
Commission Number: \_\_\_\_\_

# HEATHERWOOD CONDOMINIUM RULES AND REGULATIONS

## General Regulations

1. The sidewalks, entrances, passages, vestibules and like portions of the common elements shall not be obstructed or used for any purpose other than for ingress and egress to and from the Condominium property; nor shall any carts, carriages, chairs, tables, bicycles or other similar objects be stored therein.
2. The personal property of Unit Owners must be stored in their respective Units.
3. No garbage cans, supplies, water bottles or other articles including wood or storm panels shall be placed on the balconies, landings, or other common elements. No lines, clothes, clothing, curtains, rugs, mops, laundry of any kind, or other articles shall be shaken or hung from any of the windows, doors, fences, balconies, or terraces. No drying of any kind shall be done on balconies or terraces of the Condominium property.
4. While balconies are the exclusive use of Unit Owners, subject to these Rules and Regulations, they remain common area of the Condominium. Accordingly, no gates, screens or other alterations may be made with regard to the balconies.
5. The Condominium does not permit the installation of exterior storm shutters or panels, except of the one type which is a removable fabric panel. No tracking is permitted for such panels other than small horizontal tracking installed above and below the windows on top of exterior casing, and any such tracking must be painted the color of the casing to blend in architecturally. Unit Owners wishing to do this must first submit an architectural change request form and obtain the approval of the Board of Directors of Heatherwood of Boca Raton Condominium Association, Inc. for such through the Association or its agent, the Management Company. The only type of storm shutters approved by the Association is the Kevlar impact fabric panel. These fabric panels are rated up to 275 mile per hour winds and can be folded and stored within Units.

6. All refuse must be deposited with other refuse in areas designated for such purpose. All refuse must be in sealed plastic bags and deposited INSIDE the dumpsters.
7. Unit Owners must exercise due consideration at all hours in the operation of radios, televisions, musical instruments, or any other items to ensure that sound does not infiltrate neighboring Units.
8. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit, nor shall they be kept on the balconies or on any common elements.
9. Unit Owners may transfer or lease their Units subject to the provisions of the Declaration of Condominium and Condominium Association By-Laws, and the following requirements and restrictions: (a) no Unit may be rented for any period of less than one (1) month; (b) all potential rentals and sales must follow an application process through the Management Company, and, all prospective owners, tenants, as well as guests of greater than one month must be approved by the Board of Directors; (c) a \$50 per adult buyer, renter or roommate application fee payable to the Condominium Association is required in connection each such application, plus any additional processing fee charged by the Management Company; (d) all leases shall provide that the right of the lessee to use and occupy the Unit shall be subject and subordinate in all respects to the provisions of the Declaration of Condominium, By-Laws and these Rules and Regulations, including provisions that require that rent payable under such leases shall be assigned to the Association in the event the Unit Owner leasing such Unit is behind on maintenance and other assessments payable under the Declaration of Condominium; (e) no leasehold of a Unit shall be approved if the Unit Owner is not current with assessments owed to the Association; (f) occupancy is limited to no more than two individuals per bedroom; and, (g) tenant applications including roommates must meet minimum creditworthiness standards established by the Association and that no tenant or roommate shall be approved for residency who has a criminal record of matters in the 10 years prior to application consisting of anything more than traffic offenses such as a DUI.
10. Guests of Unit Owners or registered and approved tenants of Unit Owners in the presence of Unit Owners or tenants are welcome for up to one month. For longer periods of time, they must apply through the Management Company, pay the application fee and be

approved by the Board of Directors of the Association. In addition, if the extended guest or roommate is in a Unit which is leased to tenants rather than occupied by Owners on the deed for such Unit, this roommate arrangement must be approved by the Owner(s) of such Unit and reflected in an amended lease for such Unit where the roommate is obligated to pay rent and abide by such Owner(s) individual leasehold requirements.

11. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in or upon any part of the Condominium Property, including windows of buildings and vehicles.
12. Owners or tenants who are moving in or out of the community must do so between the hours of 9:00 am and 9:00 pm.
13. All door-to-door solicitation is prohibited.
14. It is prohibited to litter or cause debris to be put on the common elements.
15. Unit Owners who desire to contract for Unit renovation that includes electrical or other changes must present renovation plans, permits and insurance coverage to the Board for approval. Structural changes will not be permitted. Stairways must remain carpeted. Living areas including bedrooms on the second floor above a first floor unit and on a third floor must be either carpeted, or have a floating floor which is comprised of interlocking laminate, vinyl plank or interlocking engineered hardwood laid or floating over a sound deadening layer. Under the floating floor must be installed a separate sound deadening layer meeting the highest sound attenuation specifications. Tile may be installed in second and third floor bathrooms and in the kitchen area. If floating floors are chosen for the living areas, the specifications as well as the method of installation must be submitted to the Board of Directors for approval. Any work on Units must be within the hours of 8:00 am and 6:00 pm. No work may be done on Sundays.
16. In the event a Unit Owner shall have installed wood, laminate, vinyl plank or tile without sound deadening material prior to the effectiveness of these limitations, or not carpeted stairs where required, such Unit Owner shall be required to install area rugs in all uncarpeted areas of the second floor where walking is frequent and common, such area rugs to cover at least 80% of the second floor which is not carpeted, including bedrooms. Stairs leading up

to the second and third floors which are not carpeted as required will need to have runners installed.

### **Parking Rules**

1. Unit Owners shall be limited to parking two (2) vehicles on the common area parking lot. Each Unit has one designated parking space clearly indicated as belonging to a particular Unit. The second space to be utilized shall be a space marked "Guest." However, if a Unit Owner is more than 60 days past due on their maintenance, their or their tenant's parking space shall be reassigned to a remote, inconvenient location in the Condominium parking lot until such time as they become current on their maintenance payments. Such Unit Owner also shall lose their rights to utilize a guest parking space. Any guest of such Unit Owner or tenant in such Unit or any second car owned by such Unit Owner or tenant in such Unit shall be required to park in the circle outside the Heatherwood entrance, until Unit Owner(s) with respect to that Unit become current on their maintenance payments.
2. Vehicles shall be parked so as not to obstruct the spaces for other vehicles or the sidewalks.
3. No vehicle which cannot operate under its own power shall remain on the Condominium Property for more than twenty-four (24) hours.
4. Boats, mobile homes and most trucks are NOT allowed on Condominium Property for overnight parking. Personal transportation pick-up trucks of Unit Owners and tenants are permitted. "Dually" pick-ups may not be parked overnight without the express written permission of the Board of Directors. Work vans or trucks, or any vehicle with work lettering, whether a passenger car or truck, are not permitted to be parked overnight. Motorcycles must be parked in a parking space and covered when not in use.
5. All vehicles driven and parked on Condominium property must be registered and insured.

## **Pet Rules**

1. Pet categories. Pets shall be categorized as follows: (a) ordinary pets shall include dogs, cats, caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, small snapping turtles and tortoises, domesticated rabbits and other creatures normally maintained in a terrarium or aquarium. All ordinary house pets are permitted subject to the guidelines in these Rules; (b) Unusual house pets shall include those animals not generally maintained conventionally as pets such as large reptiles, anthropoids, felines other than cats, canines other than dogs, rodents, birds, or other creatures not listed in (a) above.
2. Unusual house pets are not permitted.
3. The number of ordinary house pets, excluding caged birds or those in a terrarium or aquarium, is not to exceed two (2) per Unit.
4. All dogs are to be walked on a leash at all times.
5. There is no weight limit or breed prohibition for dogs. However all dogs must be of good temperament, are subject to a pet interview by a member of the Board, and will be prohibited from being on property if found to be dog aggressive, people aggressive or distempered.
6. Dog litter must be picked up, bagged, and deposited in the community dumpster to promote community health and wellness.
7. Pet owners are responsible for any property damages, injury, or disturbance through excess barking or aggressive behavior, whether intentional or not. Pets causing excessive disturbance through barking (such as barking for more than an hour at a time) or initiating aggression toward other pets or people will be required to be removed from Condominium property.
8. Commercial breeding of pets is prohibited.
9. All pets must have evidence of required inoculations.

## **Common Area Guest Rules**

1. Unit Owners and tenants are not permitted to have more than two guests on Condominium property without the express written permission of the Board of Directors of the Association.

Immediate family members of a Unit Owner or tenant are excepted from this limitation. No person may be a guest of a Heatherwood Owner or tenant without the Owner or tenant being present.

2. For example, a group of teenagers crashing our Condominium Dock, grounds and pool areas may not say, "We know someone here," or, "Our friend lives in Heatherwood." They are trespassing and may not be on Condominium Property. They must leave immediately.
3. All Unit Owners and tenants share responsibility for notifying the City of Boca Raton Police Department when seeing individuals on our property who are not authorized. All who witness such trespassers must call the non-emergency telephone number and ask that officers be sent immediately to confront trespassers and see to it that they leave the Condominium Property. Currently, the non-emergency number for the Boca Raton Police is 561-368-6201.

### **Heatherwood Pool Rules**

1. All persons using the Condominium pool do so at their own risk. The Condominium assumes no responsibility for any accident or injury in connection with use of the Condominium pool, nor any responsibility for loss or damage to personal property.
2. Children under the age of twelve (12) must be accompanied by an adult. No child under the age of twelve (12) may enter the spa without adult supervision. No babies in diapers may enter the pool or spa.
3. Only two guests per Unit are allowed at the pool. Immediate family members visiting and using the pool are excepted from this limitation.
4. All individuals using the Condominium pool and pool area including infants must wear a bathing suit bottom of some fashion at all times (no bottomless sunbathing or swimming).
5. No sexually explicit behavior is permitted at any time.
6. No pets are allowed within the pool area.



7. No glass containers, bottles or breakable items are permitted in the pool area.
8. No play equipment such as play pens or wheeled vehicles is permitted in the pool area.
9. No running, pushing, dunking, or rough play is allowed in the pool area.
10. The pool area, bathrooms, and shower area must be kept clean at all times.

### **Tennis and Pickleball Courts Rules**

1. The Heatherwood Tennis and Pickleball Courts will be available on a reservation basis only. Unit Owners and other residents wishing to use the courts shall contact the Management Company, indicate when they wish to use the Courts, and the Management Company will contact the Association's onsite contractor notifying him of the reservation, obtain the numeric code for the lock for the Courts and complete the reservation process by notifying the person wishing to reserve the Courts of the numeric code. The Courts may be reserved for one weekday or for one weekend at a time. After each reservation and such play the numeric lock will be changed so that the Courts remain secure and protected for the use and enjoyment of Unit Owners and other residents.
2. No dogs or other pets are permitted inside of the Courts. No skateboarding, basketball or other use of the Courts is permitted. The Courts will have been resurfaced at considerable cost.
3. No one may be considered a guest and use the Courts without the Unit Owner or other resident who has made the reservation also being present. Any such unaccompanied individual will be trespassing on Association grounds. Unit Owners and other residents may not lend out the Courts to other individuals. Any such actions may result in the Unit Owner or other resident being banned from using common areas on Heatherwood grounds.

### **Fines and Suspension of Use of Common Areas and Voting Rights**

Pursuant to Article XV of the Declaration of Condominium, as well as Chapter 718 of the Florida Statutes:

1. The Association may levy fines for the failure of the Unit Owner or its occupant or invitee to comply with any provision of the Declaration, the Association bylaws, or Rules and Regulations of the Association. A fine may not become a lien against a unit. A fine may be levied by the Board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee as provided in paragraph 3 below. However, the fine may not exceed \$100 per violation, or \$1,000 in the aggregate.
2. The Association may suspend, for a reasonable period of time, the right of a Unit Owner, or a Unit Owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other Association property for failure to comply with any provision of the Declaration, the Association bylaws, or Rules and Regulations of the Association. This paragraph does not apply to limited common elements intended to be used only by that Unit such as the balcony or patio adjacent to the Unit, common elements needed to access the unit, utility services provided to the unit, or parking space as may be reassigned.
3. A fine or suspension levied by the Board may not be imposed unless the Board first provides at least 14 days' written notice to the Unit Owner and, if applicable, any occupant, tenant, or invitee of the Unit Owner sought to be fined or suspended, and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the committee does not approve the proposed fine or suspension by majority vote, the fine or suspension may not be imposed. If the proposed fine or suspension is approved by the committee, the fine payment is due 5 days after the date of the committee meeting at which the fine is approved. If there is no committee hearing, the fine or suspension shall have been approved. The Association shall provide written notice of such fine or suspension by mail or hand delivery to the Unit Owner and, if applicable, to any tenant or invitee of the Unit Owner.

4. If a Unit Owner is more than 90 days delinquent in paying a fee, fine, or other monetary obligation such as the Owner's maintenance payments due to the Association, the Association may suspend the right of the Unit Owner or the Unit's occupant, tenant, or invitee to use common elements, common facilities, or any other Association property until the fee, fine, or other monetary obligation is paid in full. This subsection does not apply to limited common elements intended to be used only by that unit such as the balcony or patio, common elements needed to access the unit, utility services provided to the unit, or the assigned parking space as may be reassigned. The notice and hearing requirements under subsection (3) do not apply to suspensions imposed under this subsection.
5. The Association may suspend the voting rights of a Unit Owner due to nonpayment of any fee, fine, maintenance payment obligations or other monetary obligation due to the association which is more than \$1,000 and more than 90 days delinquent.

### **Heatherwood Dock**

The Heatherwood Dock consists of 460 lineal feet along the Hillsboro Canal separated into 16 Dock Spaces which are owed by, and attached to 16 Units of the Heatherwood Condominium. Ownership is represented in the form of a Certificate of Dock License from the Association to the Unit Owner. The following rules apply:

1. Ownership of the Dock License is restricted to Heatherwood Unit Owners. The Association, or the Management Company as its agent, shall maintain a current list of Dock License owners, with Dock Space details, and such list shall be amended from time to time as Dock Spaces change hands due to the sale by a Unit Owner of the Dock License to another Unit Owner. To cover the cost of paperwork as well as the cost of periodically recording an updated Owners' List, Units Owners transferring ownership of a Dock License shall be charged an administrative fee of \$100.00 payable to the Condominium Association.
2. Dock Spaces may be used by the Unit Owner who is the owner of the Dock License, or by a tenant or guest of the owner of the

Dock License, provided the tenant or guest is: (a) another Heatherwood Unit Owner; (b) a registered and approved tenant living in a Unit in the Heatherwood Condominium; or (c) an officer, employee of or contractor for the Condominium Association. Provided; however, that any rental of a Dock Space by an owner of the Dock Space to a permitted person must be reviewed and approved by the President of the Association. The person desiring to rent or use the Dock Space must provide registration of the vessel as the vessel must be registered in the name of the person eligible and approved to rent or use the Dock Space.

3. All Heatherwood Unit Owners and registered and approved tenants residing in the Heatherwood Condominium shall have pedestrian use of the Heatherwood Dock.
4. Heatherwood Dock License owners shall have the responsibility to pay for repairs and maintenance of what comprises the floating portion of the Heatherwood Dock, except insofar as and with respect to the surface of the floating portion which is maintained for pedestrian access of the Dock. Maintaining the surface of the floating portion of the Dock for pedestrian access shall be a general expense of the Association. Costs which are the responsibility of Heatherwood Dock License Owners shall be assessed per lineal feet of Heatherwood Dock Space. The Condominium Association shall pay utilities of the Heatherwood Dock and secure pedestrian access to the Dock in return for limiting use of the Dock as a general benefit for the Condominium Association.
5. Assessments for the repair and maintenance of the floating portion of the Heatherwood Dock which are the responsibility of Dock License Owners shall be payable when made. In the event a Dock License Owner is more than 60 days late in paying such assessments, or more than 90 days late in paying assessments otherwise owed the Condominium Association as a result of being a Unit Owner, the owner's Dock License shall be revoked, and offered for sale within the Condominium Association of Unit Owners. The proceeds of such sale shall offset unpaid assessments owed the Association as a general matter or for the Heatherwood Dock.
6. Inasmuch as Dock Spaces are lineally arranged, boats moored at a Heatherwood Dock Space must allow clearance so that the

boat fits within the space and does not interfere with the use and enjoyment of adjoining spaces. 2 feet must be available on either end of a Dock Space. This means that a Dock space consisting of 30 lineal feet is suitable for up to a 26 feet long vessel.

7. Inasmuch as the Heatherwood Dock is a floating dock, whips are not required and whips may not be installed.
8. Floating docks, whether for jet skis or boats are not permitted to be installed or tied up against the Heatherwood Dock. These damage the Dock and as well the process of loading and unloading boats or jet skis onto the jet ski floating docks causes additional damage to the Heatherwood Dock. Heatherwood Dock Spaces 1 and 6 are grandfathered as they have floating docks for jet skis, and only as to jet ski floating docks already in place as of the recording of this prohibitive provision of the Rules and Regulations.
9. Storage lockers, chairs or other objects are not permitted on the Heatherwood Dock without the express written permission of the President of the Association.

#### **Prohibition against Kickbacks and Seeking Personal Benefit at the Expense of the Association**

1.
  - a) Association By-Laws and agreements with companies assisting the Association with customer service, administrative and accounting matters, prohibit Board members and other Unit Owners and such companies from soliciting and or receiving kickbacks or other financial consideration as a result of the selection of employees or contractors who provide services on behalf of the Association. Employees and contractors of the Association also are prohibited from soliciting or receiving such kickbacks.
  - b) It also shall be against these Rules and Regulations for any Unit Owner to solicit, take or receive financial benefit from any employee or contractor who provides services on behalf of the Association.
2.
  - a) In the past, Unit Owners have requested that Association employees or contractors work within their Units during the workday while being paid by the Association, taking time from

the Association while being also paid by the Association. It shall be against these Rules and Regulations for any Unit Owner to request or obtain the personal services of Association employees or to work inside a Unit during hours while the employees or contractors are working for the Association.

c) At certain times it is necessary for Association employees or contractors to work within Units at the request of the Association. Such instances may include drywall repair, or to diagnose and repair a plumbing or roof leak. Such work is done at the direction of the President of the Association.

d) No family member of a Unit Owner may be employed by or contract with the Association, which shall include a parent, sibling, child, or first cousin of such Unit Owner.

### **No Smoking Areas**

1. Further to the Florida Indoor Clean Air Act, seeking to avoid the adverse health effects of second hand smoke as well as the sanitary nuisances created with discarded cigarettes, cigars and other smoking apparatus, and these Rules and Regulations, smoking is prohibited within Heatherwood Pool bathrooms and the Pool area including within the pergola rain enclosure, as well as in all seating areas as fenced in and surrounding the Heatherwood Pool and Spa. Similarly, to avoid second hand smoke and other sanitary nuisances, smoking is prohibited within the fenced in area for the Heatherwood Tennis and Pickleball Courts.
2. Smoking on balconies or patios adjacent to Units shall not become a nuisance to neighboring Units so as to subject neighbors to undue second hand smoke and sanitary nuisances. The Board of Directors shall have discretion to limit or ban smoking on balconies or patios when such ill effects have become excessive in the judgment of the Board.