

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA  
West Palm Beach Division**

**Case No. \_\_\_\_\_**

ISAAC SCHARF, DANIELLE SCHARF, )  
EDWARD SCHARF, ALEX SCHARF, C.S., )  
a minor by and through his parent Isaac )  
Scharf, H.S., a minor by and through his )  
parents Isaac Scharf and Danielle Scharf, and )  
R.S., a minor by and through her parents Isaac )  
Scharf and Danielle Scharf )

Plaintiffs,

v.

BOCA GROVE PROPERTY OWNER’S )  
ASSOCIATION, INC. )

Defendant.

**COMPLAINT**

Plaintiffs Isaac Scharf, Danielle Scharf, Edward Scharf, Alex Scharf, C.S., H.S., and R.S. (together, “Plaintiffs” or the “Scharfs”) hereby sue Defendant Boca Grove Property Owner’s Association, Inc. (“Boca Grove”) as follows:

**INTRODUCTION**

1. Boca Grove is a prestigious country club community that—to the dismay of some influential residents—has become home to an increasing number Orthodox Jews. Boca Grove discriminated against and punished one such Orthodox Jew, Isaac Scharf. His crime? He had the audacity to assist a famous Instagram personality wrap tefillin during a round of golf. Boca Grove concluded that wrapping tefillin was an “offensive religious practice.” But it gets worse. Not only did Boca Grove suspend Isaac from using all community services (including the use of his

vehicle's auto transponder) for wrapping tefillin, it suspended his wife and his five kids—even his one-year-old daughter was slapped with a 90-day suspension.

2. Plaintiff Isaac Scharf and his wife and three children, Plaintiffs Danielle, C.S., H.S., and R.S., are full-time residents of Boca Grove, a planned community in Boca Raton that is operated and maintained by Defendant Boca Grove. Isaac's two young-adult sons, Plaintiffs Edward and Alex Scharf, are permanent residents of the Scharf household in Boca Grove who are temporarily studying in Israel.

3. While Boca Grove has had Orthodox Jewish members for decades, its Orthodox population has increased dramatically since 2020, when the Scharfs and many other Orthodox families began moving to the community from other states in response to the Covid-19 pandemic.

4. The large increase in Boca Grove's Orthodox population has been met with a backlash by virulently anti-Orthodox members of the community, including many on its board of directors. Even as Boca Grove has taken steps to offer kosher amenities and events for the benefit of its large Orthodox population, there have been efforts by anti-Orthodox board members to make the community unwelcome to Orthodox families and drive them away to preserve the character of the community.

5. These efforts have included changing the community's rules and practices to make it more difficult and dangerous for Orthodox families to walk to synagogue on Shabbat and Jewish holidays, cancelling kosher amenities and dining options, and mistreating Orthodox members in Boca Grove's grievance process, with Orthodox members punished more harshly than their non-Orthodox peers.

6. The entire Scharf family has been caught in the crossfire of this anti-Orthodox campaign.

7. In December 2024, Plaintiff Isaac Scharf invited a Jewish golf influencer, Jake Adams, to Boca Grove for a round of golf. Adams is well-known in both the Jewish and golf communities and has a hilarious video series rating “Jewish country clubs.” Adams joined Isaac and several of Isaac’s Orthodox friends for a round of golf and some kosher food, with the knowledge, participation, and apparent excitement of Boca Grove’s staff. During the visit and with Boca Grove staff’s help, Adams recorded snippets of the group golfing and eating meals and of a moment when Isaac helped Adams wrap tefillin and recite some Jewish prayers at Boca Grove’s clubhouse.

8. When Adams released a short video of his visit to Boca Grove in January 2025, in which he rated Boca Grove a 9.2/10 Jewish country club, the Board’s anti-Orthodox members were furious. They were enraged that Adams’ video brought attention to Orthodox Jewish life at Boca Grove and made the community look inviting and welcoming to Orthodox Jews, thus interfering with their goal of driving the Orthodox community away and reducing its visibility. They swiftly moved to pretextually punish Isaac and all members of the golf outing for an “offensive social media video” that contained “references to religious practices that have been deemed offensive to a reasonable person.” The Board did this despite Isaac explaining the video’s overwhelmingly positive reception, Isaac’s and Adams’ positive intentions, Isaac having no control over the content of the video, and Adams’ offer to edit or clarify his post about the Boca Grove review to address any of the Board’s concerns.

9. The Board imposed a 90-day suspension on Isaac, banning him from all the community’s amenities and events. The punishment was subsequently ratified by Boca Grove’s hearing committee at a hearing in which Isaac was denied all of his proposed witnesses, board members appeared to improperly interfere with the final result, and Isaac was informed that the

Board was punishing him because Adams's "offensive social media video" had offended anti-Orthodox members of the community and the Board through its positive portrayal of Orthodox Jewish life at Boca Grove. During the hearing, Isaac was directly told that the "reference to religious practices" that the Board had deemed "offensive to a reasonable person" was the image of Isaac helping Adams wrap tefillin at the clubhouse, and that the Board was punishing him not because Adams' video was offensive *to* Jews who wrap tefillin, but that the sight of Jews wrapping tefillin at the clubhouse was itself offensive to the anti-Orthodox members of the community and the Board who despised their presence. The hearing made clear that Isaac was targeted and punished for being visibly Orthodox at Boca Grove's clubhouse.

10. Without notice or process, the Board subsequently extended the suspension to Isaac's entire family. Because of certain board members' vicious antipathy to Orthodox Jews, Isaac's wife, Plaintiff Danielle Scharf, and five children, Plaintiffs Edward, Alex, C.S., H.S., and R.S., have all been banned from Boca Grove's amenities, events, and social life. The Scharf family members had nothing to do with the video or the incident – they were punished anyway.

11. The effect of the suspension has been devastating on the Scharf family. They have lost their community, their social lives, and their sense of belonging in their own neighborhood and home. They feel unwelcome and like they have a target on their back as Orthodox Jews in a community run by people who despise them for their faith.

12. As a result of Defendant Boca Grove's discriminatory anti-Orthodox interference with Plaintiffs' right to enjoy their community and its amenities, Plaintiffs have suffered mental and emotional harm and financial costs for which Boca Grove is liable.



### **JURISDICTION AND VENUE**

13. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because claims pursuant to the Fair Housing Act (42 U.S.C. § 3601 *et seq.*) arise under the laws of the United States.

14. This Court has personal jurisdiction over Boca Grove because it is based in and operates out of Palm Beach County.

15. Venue is proper under 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to the claims occurred in this judicial district.

### **PARTIES**

16. Plaintiff Isaac Scharf (“Isaac”) is the husband of Plaintiff Danielle Scharf and the father of Plaintiffs Edward Scharf, Alex Scharf, C.S., H.S., and R.S.. He is an Orthodox Jew who lives in Boca Grove and is a dues-paying member of Boca Grove on behalf of his family. Isaac is an upstanding member of the community who, prior to the events described in this Complaint, has never been the subject of any grievance within Boca Grove nor been accused of violating any of its rules. He is a dedicated member of Boca Grove’s Architectural Control Committee and assists with the maintenance of community standards.

17. Plaintiff Danielle Scharf (“Danielle”) is the wife of Plaintiff Isaac Scharf and the mother of Plaintiffs H.S. and R.S.. She is an Orthodox Jew who lives in Boca Grove and is a member of Boca Grove. Danielle is well-regarded within Boca Grove’s community and is a leader in arranging social events among its members. She is a devoted full-time mother and an interior designer who manages the family’s household and leads its religious life.

18. Plaintiff C.S. is the 14-year-old son of Plaintiff Isaac Scharf. He is an Orthodox Jew who lives with his father in Boca Grove and is a member of Boca Grove through him. He is

respectful, rules-abiding, and considerate, and has never been the subject of any complaint within the community prior to the events described in this Complaint.

19. Plaintiff H.S. is the 5-year-old son of Plaintiffs Isaac and Danielle Scharf. He is an Orthodox Jew who lives with his parents in Boca Grove and is a member of Boca Grove through them. He is a sweet, happy, and social young boy who, prior to the events described in this Complaint, prospered from the social activities and events afford by the community.

20. Plaintiff R.S. is the 1-year-old infant daughter of Plaintiffs Isaac and Danielle Scharf. She lives with her parents in Boca Grove and is a member of Boca Grove through them.

21. Plaintiff Alex Scharf (“Alex”) is the 18-year-old son of Plaintiff Isaac Scharf. He is an Orthodox Jew who is temporarily visiting Israel for his studies but whose permanent home and domicile is the Scharf household in Boca Grove.

22. Plaintiff Edward Scharf (“Edward”) is the 22-year-old son of Plaintiff Isaac Scharf. Like his brother Alex, he is an Orthodox Jew who is temporarily visiting Israel for his studies but whose permanent home and domicile is the Scharf household in Boca Grove.

23. Defendant Boca Grove is a homeowners’ association and Florida corporation that operates and maintains Boca Grove, a planned residential community in Boca Raton, Florida. It is led by a board of directors elected from among Boca Grove members. Boca Grove operates and maintains amenities on the Boca Grove property, including a golf course, tennis courts, clubhouse, fitness facilities, a pool, dining options, and community events that are available for use by members of Boca Grove. Membership in Boca Grove and payment of associated dues is required for residents of Boca Grove. Boca Grove is subject to the Fair Housing Act.

## **FACTS**

### **I. Boca Grove has an ongoing problem with discrimination against its growing Orthodox Jewish community.**

24. Boca Grove is a residential development in west Boca Raton run and operated by Defendant Boca Grove. The community is built around Boca Grove's clubhouse and associated country-club-style amenities (the "Club") located at the heart of the development. The Club is a primary draw for residents to move to Boca Grove and become members of Boca Grove.

25. Since 2020, the Orthodox Jewish population within Boca Grove has grown tremendously, with many Orthodox families moving to the community because of its amenities, including occasional kosher events and dining options, its proximity to a nearby Orthodox synagogue, kosher restaurants, and Jewish schools, and the general reputation of Boca Raton as a having a strong religious Jewish community.

26. The growth of Boca Grove's Orthodox Jewish community has had a mixed and contentious reaction among non-Orthodox members, though it has indisputably been of extreme financial benefit to Boca Grove and the homeowners already living in Boca Grove. Prior to the interest in Boca Grove from the many Orthodox families moving to the area, home values were much lower, Boca Grove charged lower annual fees, and Boca Grove often struggled financially to maintain its operations—in some years, operating at marked deficits. As Orthodox families moved to Boca Grove in large numbers starting in 2020, home values increased multiple times over, with many homes that previously sold for less than \$300,000 now selling for millions of dollars. Boca Grove was repeatedly able to increase its membership fees due to the influx of new Orthodox residents. Boca Grove was taken from deficits to surpluses, able to not only maintain operations but expand them and provide greater value to new and existing members.

27. As Orthodox families moved in and increased Boca Grove's fortunes, the demographic composition of the Boca Grove community changed to the point that, on information and belief, roughly 40% of the homes in the community are owned by Orthodox families and 50% or more of the community's members are Orthodox. As this change occurred, Boca Grove began to offer more amenities that its Orthodox members could enjoy. As a matter of Jewish law, the Orthodox community is fastidiously dedicated to observing Jewish dietary laws by eating only kosher food. This meant that Boca Grove's large Orthodox community was unable to partake in the Club's dining amenities and social events where food was served. This left the Orthodox members paying full dues for amenities they could not participate in fully.

28. As a result, the Orthodox community worked with Boca Grove's management to arrange for kosher dining options and events at the Club. Over time, the Club introduced monthly kosher dinners and community events, occasional kosher food truck service by the Club's pool, and allowed members to arrange to bring in kosher food for their events and gatherings.

29. But the arrival of Orthodox families and Boca Grove's arrangements for kosher dining and community events to make them feel welcome has been met with backlash by certain elements within the community, including many of Boca Grove's current and former board members. These anti-Orthodox members and board members have been antagonistic to and disdainful of the Orthodox families moving into the community. A culture of anti-Orthodox sentiment has thus developed within Boca Grove and in the leadership of Boca Grove.

**A. Boca Grove's Board has taken actions to make its Orthodox members feel unwelcome and to discourage more Orthodox families from moving in.**

30. Anti-Orthodox members of the community have banded together in the last several years to lead initiatives to cancel or diminish the Club's kosher amenities and make Boca Grove unwelcome to Orthodox Jews in the hope of discouraging further Orthodox families from moving in and pushing existing Orthodox families to leave or cease enjoying the community's offerings.

31. In 2020, within weeks of the Scharfs moving to Boca Grove, one of Boca Grove's former board members harassed Plaintiff Danielle Scharf on Shabbat while she was walking to synagogue with her then-infant child, Plaintiff H.S., sticking his phone near her face and recording her and yelling at her because she and H.S. were visibly Orthodox.

32. In 2021, a non-Orthodox community member who was close to several anti-Orthodox board members put together a public statement *declaring* that Boca Grove should never offer full kosher dining options and that it was an avowedly secular community in which Orthodox Jews should know their place and be grateful for a limited set of kosher food options.<sup>1</sup> This member claimed to have collected a litany of supporting comments for his anti-Orthodox declaration from other members of the community and shared them with Boca Grove's Board.<sup>2</sup> The comments he presented included conspiratorial and hateful accusations against the Orthodox community, claiming that they would inevitably try to have the golf course shut down on Shabbat, that Orthodox Jews always ruin communities when they move to them, and that *all* kosher amenities should be canceled to drive the Orthodox members away, including even the unobtrusive occasional kosher food truck visits near the Club's pool.

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<sup>1</sup> Exhibit A.

<sup>2</sup> Exhibit B.

33. This discriminatory campaign targeting Boca Grove's Orthodox community was not punished by the Board. Though Rule 3 of Boca Grove's Rules and Regulations<sup>3</sup> requires all members to act with civility and respect for other members and Boca Grove staff and to avoid conduct that would offend a reasonable person—and despite the Board being willing to wield this rule profligately against Orthodox members for flimsy or nonexistent reasons, including against Plaintiff Isaac Scharf as described later in the Complaint—neither the member who put together this statement nor any of the members behind the most hateful and bigoted comments he gathered were punished by the Board.

34. Over the last several years, Boca Grove's Board has taken deliberate actions to make life in Boca Grove uncomfortable and unwelcoming for Orthodox Jews to diminish the community's appeal for Orthodox families.

35. In 2022, former board president Mark Gilman pushed the Board into changing its policy of allowing members to walk along the 15th hole of the golf course on Shabbat and Jewish holidays and along the course generally during the evening for the specific purpose of making life more difficult for Orthodox Jews. Due to Jewish law's restrictions on vehicle use during Shabbat and religious holidays, Orthodox families walk on foot during these times. Because of safety concerns from the South Florida sun and heat and from car traffic, the ability to walk along the 15th hole and along the golf course in the evening was a thoughtful consideration that enabled Orthodox members to safely, quickly, and comfortably walk to synagogue and other destinations on these occasions. These permissions had been in place for years as an accommodation to Orthodox members that all members could enjoy. The Scharfs and many Orthodox members were sold their homes by now-board member Richard Buch *on the premise* that these routes were

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<sup>3</sup> Exhibit C at 8.

available for families to use to walk to synagogue. Buch went so far as to help Orthodox prospective buyers time the walk from the homes they were interested in buying to the synagogue using the path as part of his strategy for closing sales. To spite the growing Orthodox community and systematically impair their enjoyment of Boca Grove and its appeal to Orthodox members, Gilman led the Board in removing these permissions. Gilman himself was open in his bigotry against Orthodox members. In one conversation with a community member who mentioned that another Orthodox family was buying a home in Boca Grove, Gilman disdainfully responded, “Oh, like we need another one of those here.”

36. Similarly, for years Orthodox families within Boca Grove have walked along a path by the 14th hole on the golf course to get to synagogue during Shabbat and Jewish holidays. The path shortened the commute to and from synagogue for many families, provided shade from the sun and heat, and made it easy for families with young children and babies in strollers to walk safely by keeping off the roads. This convenience is one of the factors that made Boca Grove appealing to Orthodox families, who need to walk to and from synagogue with their children at least once a week. Based on the position of the path relative to the golf course, injuries did not occur from people walking along the path while golfers played the course, nor were they likely to.

37. In 2024, the Board’s anti-Orthodox members and now-board member Larry Cohen, who at the time led Boca Grove’s golf committee, decided to again spite Boca Grove’s Orthodox community and try to make the community unappealing to them by passing a resolution to rip up this walking path so Orthodox families would be forced to take a longer and more dangerous route to synagogue that was exposed to the sun and heat. Numerous safety concerns have been raised about this plan, as it would force families to cross the street six different times along one of Boca Grove’s busiest roads to get to synagogue and poses minimal benefit, if any, to the community at

large. The project is a waste of members' fees to make a change that is obviously unnecessary for the purpose of harassing the Orthodox community. Boca Grove is currently in the process of ripping apart the path, causing massive disruption to Orthodox families.

38. Boca Grove's current and recent board members have repeatedly expressed discriminatory animus against Boca Grove's Orthodox community. Richard Buch is on Boca Grove's Board and is one of Boca Grove's most prominent real estate brokers. After personally profiting from the large initial movement of Orthodox families to Boca Grove, he is now one of the Board's most anti-Orthodox members. Numerous real estate agents and potential buyers in recent years have experienced Buch making false and targeted statements to visibly Orthodox families looking to buy a home in Boca Grove with the intent of dissuading them from looking in the community, including statements echoing the 2021 discriminatory declaration against the Orthodox community, such as, "There will never be a kosher kitchen in Boca Grove." Buch has also expressed his anti-Orthodox bigotry freely within the community, openly stating to other members, "These Orthodox are such a thorn in my back."

39. In advance of Boca Grove's 2025 board elections, a retiring board member who had served for seven years, Jim Perilstein, reflected his and other board members' anti-Orthodox intentions in an email to the community in which he gave thinly-veiled encouragement to limiting the representation of the Orthodox community on the Board and limiting the accommodations made so Orthodox members could participate in amenities.<sup>4</sup> He then endorsed two anti-Orthodox board members for re-election, Brandon Rippo and Larry Cohen—both of whom were elected.

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<sup>4</sup> Exhibit D.



**B. Boca Grove's Board has abused Boca Grove's grievance process to punish Orthodox members more severely than non-Orthodox members.**

40. Boca Grove's Board and management have discriminated against Orthodox members directly through Boca Grove's grievance process, repeatedly imposing severe punishments on Orthodox members for anodyne and minor conduct while giving lesser punishments to non-Orthodox members for egregious and unlawful behavior.

41. The Board's discriminatory over-punishment of Orthodox members compared to non-Orthodox members is part of Boca Grove's deliberate effort to make the Orthodox community feel unwelcome, and the Board has staffed Boca Grove's hearing committee for that purpose. Under Florida law and Boca Grove's Amended By-Laws, the Board is required to appoint a hearing committee composed of three Boca Grove members who are neither on the Board nor related to board members.<sup>5</sup> The hearing committee's role is to review grievance punishments imposed by the Board and determine whether to approve them or reject them either entirely or until a more appropriate punishment is proposed.<sup>6</sup> A grievance punishment imposed by the Board cannot go into effect until approved by the hearing committee.<sup>7</sup>

42. For at least the last three years, the only constant member of the hearing committee has been Randy Miller, an anti-Orthodox community member who is friends with the anti-Orthodox board members and was hand-picked by them to serve their discriminatory interests on the hearing committee. Miller was chosen for the hearing committee so that these anti-Orthodox board members would reliably be able to impose harsh and disproportionate punishments against

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<sup>5</sup> Exhibit E at 95.

<sup>6</sup> *Id.*

<sup>7</sup> *Id.*

Orthodox members. Together, the Board and Miller have misused the grievance process as part of their campaign to drive Orthodox Jews away from Boca Grove.

43. In 2022, the Board punished Orthodox community member Jerry Abramson with a 90-day suspension for “interference with a contractor.” Abramson is a member of Boca Grove’s food and beverage committee and works in the kosher food and beverage industry. Due to his profession, he is highly familiar with kosher laws regarding food and the rules and restrictions required for food ingredients, preparation, and service to be kosher. At the request of Orthodox community members, he was in contact with the kosher compliance manager (referred to as a “mashgiach”) that Boca Grove hired to oversee its kosher food service and events about concerns with Boca Grove’s kosher food service.

44. The role of mashgiach is important under Jewish law because consumption of non-kosher food and drink is strictly prohibited and the laws that must be observed are meticulous and require care to uphold. Almost all ingredients or prepared foods must be specifically certified as kosher by relevant, trusted religious authorities. At multiple of Boca Grove’s kosher events, Orthodox members encountered issues with receiving non-kosher food items. Within a five-week span, these issues occurred at least three separate times. Orthodox community members asked Abramson to bring these issues to the mashgiach’s attention so they could be addressed. A primary concern was that the mashgiach was not upholding the degree of kosher standards that he had represented to the community that he would.

45. In their conversations, the mashgiach complained to Abramson that the Board and Boca Grove’s management did not give him sufficient resources and support to do his job properly. The mashgiach emphasized that Boca Grove would not even allow him to do a pre-opening meeting with the servers before kosher events to inform them about basic procedures required to

ensure there were no kosher compliance issues. Within the kosher compliance industry, a mashgiach's reputation is everything. Any lapses in the kosher adherence of the food prepared and served under his oversight can destroy his career and bring him disgrace because of the importance of kosher law within the Orthodox community and the trust that communities must place in a mashgiach to ensure the food and drink they consume is kosher. From speaking with Abramson about the gap in the kosher standards that could be maintained at Boca Grove, the mashgiach realized his reputation and career were at-risk and ultimately decided to cease his role at Boca Grove.

46. Boca Grove's general manager, Jennifer Jolly, pushed for an exit interview with the mashgiach, during which she repeatedly asked him what had driven him to leave. After much cajoling by Jolly, he explained he was leaving due to the reputational risks he incurred from his work at Boca Grove and the potential jeopardy it posed to his primary mashgiach work, referring to his conversations with Abramson about the repeated kosher compliance issues.

47. The Board at this time was led by the notably anti-Orthodox Mark Gilman. Thus, the mashgiach's explanation, rather than making the Board and Boca Grove's management review their fidelity to Boca Grove's Orthodox community and to providing the value they promised at kosher events, sent the Board into a rage at Abramson for addressing Boca Grove's issues with kosher compliance. A grievance was then summarily brought against Abramson for "interfering" with the mashgiach's work by politely and collegially addressing an important lapse in Boca Grove's kosher food service that threatened to violate its Orthodox members' fundamental religious beliefs—the spiritual equivalent of pointing out that someone had been served food he had told the staff he was allergic to.

48. Though all that Abramson had done was speak with the mashgiach about kosher concerns, for which Abramson had never received a prior complaint or notice that he was doing anything wrong, Gilman led the Board in imposing a 90-day suspension on Abramson and his entire family, banning them from the Club and its amenities. The hearing committee, led by Miller, affirmed the 90-day suspension. The wedding of Abramson's daughter occurred during the term of the suspension. As a result of its prohibitions, the bride and groom were banned from taking wedding photos on Boca Grove's golf course.

49. In 2024, the Board took similarly harsh measures against Orthodox member Warren Lent. Lent had persistent frustrations with the limitations on kosher food service provided by Boca Grove at the Club and its events and with Boca Grove's treatment of him and other Orthodox community members. Lent was familiar with the anti-Orthodox statements and actions taken by anti-Orthodox community and board members, including the misuse of Boca Grove's security officers to harass Orthodox community members for non-existent security concerns. One particularly egregious incident that stood out to Lent was when Boca Grove security gathered at Boca Grove's main gate during Shabbat on a Saturday to engage in excessive, unnecessary, and burdensome security screenings of the many Orthodox families who were walking to and from the synagogue located just outside the gate. The screening was atypical, as member-families regularly walk past the gate without issue or inquiry, and forced families with small children to stand in the Florida heat and sun for a prolonged period without any apparent security concern that needed to be addressed. By all appearances, it was a gratuitous measure ordered by the Board to harass the Orthodox community.

50. Lent vocalized his frustration about this and other selective enforcement of the rules against Orthodox members when Boca Grove security came to his home the following day to

chastise him for having friends over on a Sunday to help clean his car in advance of Passover, in an alleged violation of Boca Grove's rules for contractors. Lent was calm and respectful throughout the conversation. The security officers acknowledged that many of the rules violations that had been reported against Lent and others came from board members who lived nearby.

51. Around the same time, Lent had also repeatedly expressed his frustrations to Jennifer Jolly about the lack of any meaningful kosher options at the Club's biggest social events, which he felt needlessly excluded Boca Grove's large Orthodox community despite the high fees they paid to belong to Boca Grove. Lent addressed that Boca Grove consistently charged attendance fees for events without kosher dining options that were lower than the events' actual catering costs, which meant that general membership fees were subsidizing these events. Lent was thus frustrated that he and Orthodox members were subsidizing the cost of events that he felt the Orthodox community was implicitly excluded from attending.

52. In expressing his frustration, he sent Jolly a copy of Boca Grove's flyer advertising its 2024 Presidents' Day pool party with two additional lines added to it sarcastically stating that Orthodox members were unwelcome at the event but that their financial support for it was appreciated.<sup>8</sup> Lent sent Jolly the marked-up flyer in a private email exchange between the two of them.

53. The Board swiftly punished Lent for this conduct. It accused him of "vandalizing" one of Boca Grove's posters by editing a digital image of the Presidents' Day party flyer with two lines of text and sending it in private correspondence with Jolly, and accused him of "resist[ing] appropriate enforcement actions" by "making baseless and unfounded accusations of discrimination against Boca Grove management" when he calmly expressed to Boca Grove

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<sup>8</sup> Exhibit F.

security that he thought the rules were selectively enforced against him and other Orthodox Jews the day after Orthodox families walking to and from synagogue on Shabbat were harassed with a needless mass security screening at the main gate. The Board imposed a \$500 fine and a staggering 364-day suspension on Lent, his wife, and his entire family. This punishment remains the most punitive measure the Board has taken in the last three years, and it was inflicted on an Orthodox member for simply voicing frustrations about the Board's and management's treatment of Orthodox members. The penalty was so severe that even the Board's hand-selected hearing committee adjusted Lent's suspension down to 90 days.

54. Abramson and Lent, both Orthodox Jews, were punished with 90-day suspensions for conduct that was not violent or unlawful, and that attempted to address issues or frustrations with Boca Grove's treatment of the Orthodox community. In Lent's case, the Board had intended to punish him with a 364-day suspension and fine. The Board did this despite consistently punishing actual anti-social behavior by non-Orthodox members more lightly. Non-orthodox members who have harassed other members and their children, who have engaged in hate speech, and who have verbally abused staff have consistently been given punishments as light as a warning letter or 7-day suspension. For non-Orthodox members, the most severe punishment the Board is generally willing to propose is a 30-day suspension, with the hearing committee frequently rejecting even these suspensions and refusing to allow any punishments to be imposed.

55. The only conduct by non-Orthodox members, other than a physical altercation between members,<sup>9</sup> that the Board sought to punish with a 90-day suspension was an instance of sexual harassment toward a staff member and two instances of offensive language toward staff.

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<sup>9</sup> This exceptional incident resulted in the Board seeking a 6-month and 8-month suspension against the offending members, which were revised to a 90-day suspension and 6-month suspension respectively after a hearing.

Even there, the hearing committee reduced the penalty for the sexual harassment incident and one of the verbal abuse incidents to 75 days—treating sexual harassment by a non-Orthodox member more lightly than Abramson and Lent’s comments about Boca Grove’s treatment of the Orthodox community.

56. Further demonstrating the Board’s anti-Orthodox bias, the Board departed from Boca Grove’s standards for fines and penalties in setting Lent’s punishment at a 364-day suspension and \$500 fine. Under Boca Grove’s Rules and Regulations, the range of penalties available for allegedly acting in an abusive manner against staff or a member is a suspension of 1–3 months.<sup>10</sup> While the Board has the power to depart from these standards “based on the severity of the violation,” it has only been against Lent and other Orthodox Jews, including Plaintiff Isaac Scharf and several of his friends as explained later in the Complaint, that it has done so.

57. The Board’s misuse of the grievance process to discriminate against Orthodox members was also demonstrated in its hypocritical and discriminatory conduct relating to board elections. In 2022, during the runup to the board elections, an Orthodox community member, Josh Light sent a WhatsApp message wishing “good luck” to 3 candidates by name, followed by another message wishing “good luck to all the candidates.”

58. At the time, Boca Grove maintained a rule against “campaigning” in board elections. Despite Light being clear about his general neutrality toward the various candidates and being positive in wishing luck to all of them, Richard Buch<sup>11</sup> and anti-Orthodox board member Larry Cohen seized on the opportunity to punish Light for supposedly violating Boca Grove’s Election Rules. Buch brought a grievance against Light, and Cohen used his board position to push

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<sup>10</sup> Exhibit C at 39.

<sup>11</sup> Richard Buch was not yet a board member at this time.

through a suspension against Light and his entire family for his message of generic positivity to the candidates. Cohen and Buch succeeded in getting the entire Light family suspended for 30 days.

59. Cohen then engaged in a far worse violation of the Election Rules when he attended a 2025 Super Bowl party with his wife and two friends while they all wore matching shirts and jackets that said, “Vote for Larry Cohen.” The Election Rules prohibit “posting, circulating, displaying, or distributing campaign material on Boca Grove or POA premises.”<sup>12</sup> Unlike Josh Light’s arguable non-offense, Cohen and his wife and friends clearly and directly violated the rules by “displaying ... campaign material on Boca Grove or POA premises.” Under the Election Rules, the prescribed punishment for Cohen’s conduct was a termination of his candidacy and 30-day suspensions for his wife and friends.<sup>13</sup>

60. On February 18, 2025, in response to this blatant display of hypocrisy and misuse of power, Plaintiff Isaac Scharf submitted a grievance to Jennifer Jolly against Cohen and his wife and friends for violating the rules.<sup>14</sup> Isaac identified in his grievance that Cohen and the others violated the Election Rules and that Cohen was thus subject to his candidacy being terminated and that Cohen’s wife and friends were subject to being suspended for 30-days—like what Cohen and Bush had maliciously inflicted on the Lights.<sup>15</sup> Isaac also explained that this group’s conduct violated Rule 3 of Boca Grove’s Rules and Regulations by being disrespectful and uncivil to other members through brazenly violating Boca Grove’s election rules and imposing contentious campaigning into a community social event where it was explicitly prohibited.<sup>16</sup>

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<sup>12</sup> Exhibit C at 8.

<sup>13</sup> *Id.*

<sup>14</sup> Exhibit G at 1.

<sup>15</sup> *Id.*

<sup>16</sup> *Id.*



61. Jolly refused to open the grievance, telling Isaac that “this was already brought to the Nominating Committee” and that it was not “a grievable offense.”

62. Jolly’s summary declaration that a grievance could not be brought against Cohen and the others was shocking to Isaac in light of the Board’s vigorous prosecution of the grievance against Josh Light for comparatively inoffensive conduct that reasonably should have been considered not a violation of the election rules at all.

63. Isaac responded to confirm to Jolly that he nevertheless wished to bring a grievance based on the groups’ violation of Rule 3.<sup>17</sup> Jolly flatly denied his request, saying, “It’s already been reviewed and ruled on.”<sup>18</sup>

64. The anti-Orthodox double-standard in the Board’s and Boca Grove management’s handling of board elections—excessively and discriminatorily punishing an Orthodox candidate’s family on a trumped-up violation while allowing a non-Orthodox board member and his wife and friends to get away with open rules violations—is indicative of a broader trend of Boca Grove’s anti-Orthodox bias in elections.

65. On information and belief, based on reports from those familiar with Boca Grove’s internal operations and board elections, Boca Grove’s nominating committee—which is appointed by the Board and plays a central role in determining who runs for the Board and how elections are administrated—has taken direction from the Board to actively block Orthodox Jewish candidates from getting on the ballot. This has been done as part of an effort to limit the influence of Orthodox families in Boca Grove’s governance—an effort reflected in Jim Perilstein’s community-wide email encouraging the same. The Board’s strategy has been to allow just enough Orthodox

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<sup>17</sup> *Id.*

<sup>18</sup> *Id.*

participation in Boca Grove's governance to try to avoid legal scrutiny, but not enough to afford Orthodox Jews any meaningful influence or cultural presence in the community's leadership.

**II. Boca Grove punished the entire Scharf family as part of its anti-Orthodox discrimination campaign.**

**A. Isaac brought a Jewish golf influencer to Boca Grove for a round of golf.**

66. In December 2024, a sequence of events began that resulted in the entire Scharf family being punished as victims of the anti-Orthodox board members' campaign to make Orthodox Jews unwelcome in Boca Grove.

67. Early in December, Plaintiff Isaac Scharf connected with a golf influencer named Jake Adams to ask if he would like to join him for a round of golf at Boca Grove. Adams runs a golf-themed comedic social media account called Country Club Adjacent.<sup>19</sup> Adams is a non-Orthodox Jew and a popular feature of his account is doing video reviews of country clubs that are either explicitly Jewish or have a large Jewish membership, which he refers to as "Jewish country clubs." Adams frequently ends these videos with an encouragement for his audience members to invite him to their "Jewish country club." Isaac, like many golf enthusiasts, both Jewish and not Jewish, is a fan of Adams' humor and wanted to share his pride and appreciation for the Boca Grove community with Adams' audience by inviting Adams to play with him and do a "review" of Boca Grove.

68. Though Boca Grove maintains no rules requiring special approval for guests like Adams, social media content by its members, or non-disruptively recording social media content at its amenities or on the golf course, Isaac went out of his way to be respectful and courteous to Boca Grove by reaching out to staff about Adams' visit.

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<sup>19</sup> Country Club Adjacent (@countryclubadjacent), Instagram, <https://www.instagram.com/countryclubadjacent/?hl=en>.

69. On Wednesday, December 4, 2024, Isaac texted Jennifer Jolly to share with her that he was in touch with Adams and had invited him to play golf that coming Sunday, December 8, 2024.<sup>20</sup> Isaac sent her a link to Adams' Instagram account so she could see his profile and content. He was curious whether Boca Grove would comp Adams' round of golf as a guest because he is an influencer who could provide marketing value to Boca Grove through his visit. According to text-message read receipts, Jolly received the message at 3:23 PM on December 4th, though she never responded to it.<sup>21</sup>

70. Because Isaac did not hear back from Jolly and December 8th was not far away, he also called the Club's Golf Pro Shop and spoke with its manager, Dan Pendola. He explained to Pendola that Adams, a popular golf influencer, would be visiting on Sunday and wanted to play a round and do a video. From the conversation, Pendola appeared to be a fan of Adams' and was excited to hear that he would be coming to play at Boca Grove and do a review. Because there was a golf tournament scheduled for Sunday morning, Isaac asked whether the course would be available in the afternoon. Isaac was clear that he did not want to interfere with the Club's tournament or disturb other members with his golf outing with Adams. Pendola confirmed the course would be available on Sunday afternoon, telling Isaac "Come later in the afternoon, after 1:00 PM."

71. Pendola raised no concerns about Adams joining for a round of golf and doing a video. On the contrary, he and other staff were eager for it to happen.

72. After setting up the timing for the golf outing, Isaac reached out to three friends who belong to Boca Grove's Orthodox Jewish community to ask if they would like to join. They

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<sup>20</sup> Exhibit H.

<sup>21</sup> *Id.*

were not familiar with Adams' content or that he would be doing a video "review" of Boca Grove but were happy to enjoy an afternoon of golf together.

73. On December 8, 2024, Adams met up with Isaac and the three others for the golf round. Based on what Pendola said about timing, they came around noon to check in and get things ready for the round. As Adams checked in, he introduced himself to Club staff, who were extremely enthusiastic—Adams' humor is very popular in the golf community, especially among its younger members—and directed him to the various areas he would be going and offered to assist in any manner during his visit. Isaac and the group also notified the staff regarding a kosher food delivery that one of the members of the group had arranged. The staff offered to either bring the food out to the group or hold on to it for them by the turn after the 9th hole.

74. The golf outing was pleasant and uneventful. At the turn between the 9th hole and the 10th hole, the group took a break at Boca Grove's clubhouse to eat the kosher food that had been brought in. Pendola and other staff from the Golf Pro Shop, including its other manager, Rob DiMatteo, joined for the meal, enjoying the food and watching Adams film his "pickle review," which is a staple segment of his country club reviews and done in a comedically serious manner.

75. As the group rested while enjoying the meal, one of its members rushed home so he could get what he needed to quickly wrap tefillin—a daily Jewish religious practice, usually done in the morning, in which a Jewish man dons a set of ritual items on his arm and head and recites several blessings and prayers. As he left to get his tefillin, the rest of the group asked Adams if he would also like to wrap tefillin, offering to guide him through doing so. Adams graciously replied, "Yes, I'd love to; I haven't put on tefillin since my Bar Mitzvah."

76. When the member who ran home for his tefillin returned, the group was in the locker room facility. Isaac helped Adams wrap the tefillin and recite the associated blessings and

prayers. It was a beautiful moment that occurred spontaneously and was a sincere expression of Jewish pride and brotherhood. After they finished, they resumed playing golf. The entire process of wrapping tefillin takes no more than five minutes.

77. At the 12th hole, Pendola drove out to meet the group where they were teeing off and brought a gift of an official Boca Grove branded shirt and hat for Adams. Isaac had not asked Pendola to do this; it was an unsolicited and gracious gesture of welcome to Adams by the Club's Golf Pro Shop. Pendola stayed on for a few minutes and happily enjoyed the camaraderie as the group continued playing.

78. Pendola was apparently very familiar with Adams' content, as he encouraged the group to move quickly on to the 13th hole so Adams could record his "Bar Mitzvah hole" segment before it got too dark. Another staple segment in Adams' golf videos is referring to the 13th hole of a golf course as the "Bar Mitzvah hole"—because a Jewish boy's Bar Mitzvah occurs when he is 13 years old—and to have a celebration with his golf partners after finishing a putt for par. At the 13th hole, Adams led Isaac and his friends in a little celebratory dance together for a few seconds as part of this segment while Pendola recorded.

79. The group finished the rest of the golf round peacefully, enjoying the game and one another's company, with Adams appreciative of Pendola's thoughtful gift on behalf of the Club and the warm reception he had received from Pendola and all the rest of the staff. Adams then joined Isaac for a kosher meal at the Club, where Adams noted and was impressed by the kosher offerings that were available.

80. During and after the golf outing, Adams took brief videos of the outing and the amenities at the Club.

81. Throughout the rest of December 2024, Isaac golfed several more times at Boca Grove's golf course. Each time, he saw Pendola, DiMatteo, and other Golf Pro Shop staff and they would excitedly inquire about Adams' video on Boca Grove, asking Isaac, "When's the video coming out?" "Is it almost ready?" "Let us know when we can watch it." They never expressed any concern about the video or its potential content; they were always positive and enthusiastic about it. Isaac did not receive any concern or comment from any Boca Grove board members, staff, or representatives.

82. The impression Isaac had received from Boca Grove overall about Adams' visit and upcoming video was enthusiastic—the Club's staff knew about Adams' visit in advance because of Isaac's inquiries with Jolly and Pendola; Adams was welcomed with positivity and free gear; and staff were eager to see Adams' review. Isaac was aware that Boca Grove's Instagram account followed both Adams' Country Club Adjacent account and Adams' personal account on Instagram.

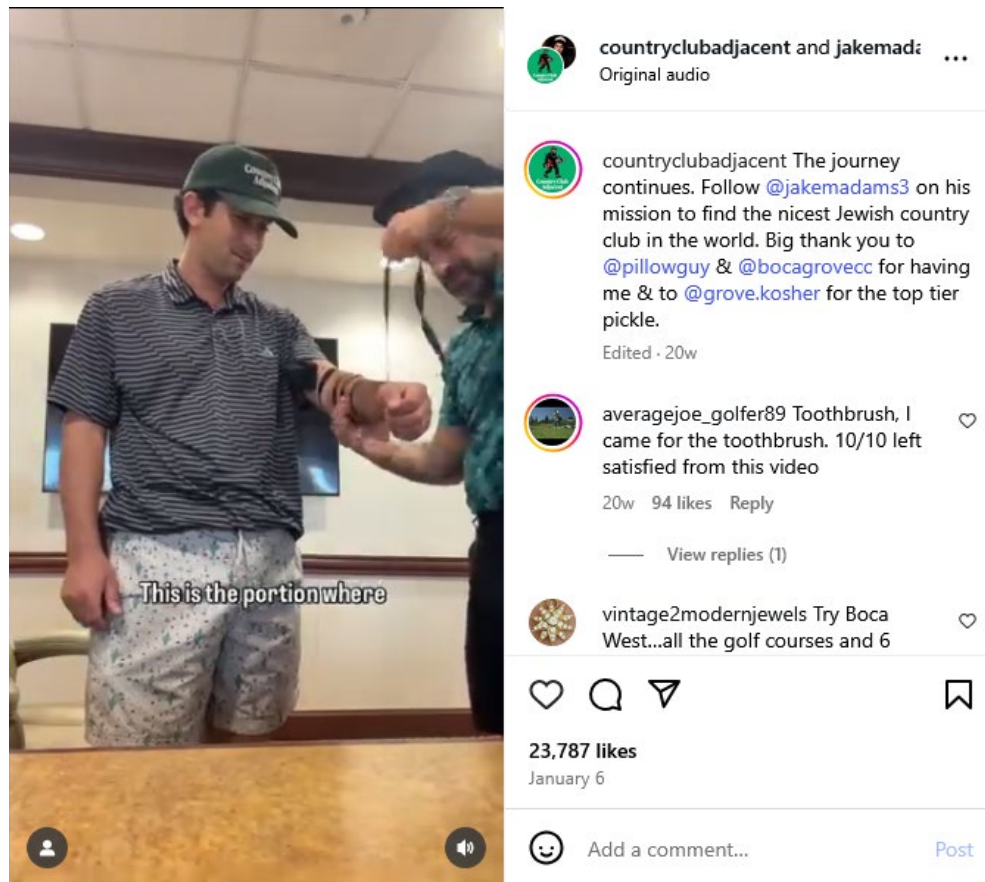
**B. The anti-Orthodox board members were furious with Adams' video because it made Boca Grove look inviting to Orthodox Jews and initiated a grievance against Isaac to punish him for it.**

83. On January 6, 2025, Adams released a short video from his golf outing with Isaac and his friends at Boca Grove.<sup>22</sup> The video was a compilation of seconds-long short clips from the golf outing and of Boca Grove's grounds and amenities, including a clip of Isaac assisting Adams with wrapping tefillin at the clubhouse, Adams' pickle review, and a clip of the group doing a celebratory dance at the "Bar Mitzvah hole." Overlaid over the footage was voice narration from Adams making Jewish-themed light jokes and puns about his visit to the Club and how nice the

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<sup>22</sup> Country Club Adjacent (@countryclubadjacent), Instagram, [https://www.instagram.com/p/DEgPYTUy3\\_a/](https://www.instagram.com/p/DEgPYTUy3_a/) (Jan. 6, 2025).

amenities and kosher dining options were. Adams ended the video rating Boca Grove a 9.2/10 country club and encouraging his viewers to invite him to their Jewish country club.



*Screenshot from Adams' video of Plaintiff Isaac Scharf helping Adams wrap tefillin in the Club's locker room.*

84. Adams recorded, edited, and published the video entirely on his own. Isaac had no control over its content; he had simply invited Adams to be his guest for a round of golf because he was a fan of his content and thought it would be fun and positive for the community if Adams wanted to do a review of his time at the Club.

85. When Adams posted the video, Boca Grove's Instagram account (@bocagrovecc) liked it and left a positive comment on it.<sup>23</sup> Isaac received positive feedback about the video from

<sup>23</sup> The comment has since been deleted.

Boca Grove staff and other Boca Grove members, both Orthodox and non-Orthodox, who thought it was funny and that it made the community look great.

86. Despite the inoffensive nature of the video and the positive reactions from staff and community members, Isaac soon heard that members of the Board were furious about it. He did not know at the time that this was because anti-Orthodox board members believed the video made Boca Grove appear too Orthodox and too attractive to Orthodox Jews based on Adams' referring to Boca Grove as a "Jewish country club," emphasizing the Club's kosher amenities, and showing a clip of Isaac and Adams wrapping tefillin in the Club's locker room. It enraged these board members that the video undermined their goal of driving away Boca Grove's Orthodox community.

87. Following the video's publication, these board members called for an emergency investigation into the facts surrounding the video before the Board's next scheduled meeting on January 13, 2025. The Board employed a factfinder named Robert Furr.

88. On January 10, 2025, Isaac was traveling internationally when he received a call from Jennifer Jolly. She told him: "I just wanted to let you know—the Board is upset about the video. They're talking about grieving you. But don't worry too much. You didn't break any rules. I really don't think this is a big deal. Just write up the facts and I'm sure it'll be fine."

89. Jolly's phone call was the first notification Isaac received from Boca Grove about a potential grievance against him.

90. Shortly after Jolly's call, Isaac received multiple voicemails from Furr, who explained that he had been tasked with fact-finding related to the video and demanded Isaac respond to his factual inquiry.



91. On January 12, 2025, Isaac responded to Furr with a comprehensive email providing a clear overview of the events leading up to and during the golf outing with Adams, including his outreach to Jolly and Pendola in advance of the outing and the warm reception and participation his group had received from Boca Grove's staff.<sup>24</sup>

92. In preparing his response to Furr, Isaac reached out to Adams about the video and the feedback it had received. Adams told Isaac that the response was overwhelmingly positive, that viewers had recognized the "world class" facilities of the Club and how it appeared to have an inclusive community, and that it was always Adams' intention to showcase Boca Grove's warmth, particularly toward the Jewish community. Adams informed Isaac that if the Board deemed it necessary he would consider editing his post or addressing any misunderstandings or issues in a follow up post to ensure that Boca Grove was accurately and positively represented. Isaac shared all this information for the Board's benefit in his email to Furr, including Adams' email address so the Board could reach out to him if it wanted.<sup>25</sup>

93. On January 13, 2025, the Board had a meeting during which it discussed Adams' video. Jolly and Furr presented the results of Furr's fact-finding. Their presentation was a lopsided case against Isaac and the other Orthodox members who joined the golf outing, omitting important contextual information like Adams' video being one of many comedic videos he did about "Jewish" country clubs across the country, many of which are not formally Jewish by any means, and failing to share Isaac's January 12th email that explained the entire situation, how Adams had been encouraged by Club staff who knew about, facilitated, and were excited for his video, how neither Isaac nor Adams had taken any action to present Boca Grove in anything other than a

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<sup>24</sup> See Exhibit I.

<sup>25</sup> *Id.*

positive light, and how Adams had offered to edit or clarify his post about Boca Grove if the Board requested it.

94. On information and belief based on reports from individuals familiar with the meeting, the anti-Orthodox board members engineered the meeting to be lopsided in this manner so that they could get the Board to punish Isaac and the other Orthodox members of the golf outing for making Boca Grove look appealing to Orthodox Jews. Based on the selective presentation of evidence, the anti-Orthodox members were able to push the Board into penalizing Isaac and the three other Orthodox members for an “offensive social media video” in violation of Rule 3 of Boca Grove’s rules and regulations, which requires members’ and guests’ conduct to “be tempered with courtesy and respect for fellow members, Boca Grove employees and employees of contractors” and to “treat everyone with civility and in a manner that would not be offensive to a reasonable person.”<sup>26</sup>

95. On January 14, 2025, Isaac received a Notice of Violation and Proposed Penalty from the Board.<sup>27</sup> The notice informed Isaac that the Board had reviewed a grievance against him based on Adams’ video and sought to punish him with a total ban on his and his family’s access to all Boca Grove amenities for 90-days because Adams’ video contained “references to religious practices that have been deemed offensive to a reasonable person.”

At a Regular Meeting of the Board of Directors (“Board”) held on January 13, 2025, the Board reviewed a grievance describing a video posted on social media, tagging bocagrovecc. The video was filmed by your guest on Boca Grove property on December 8, 2024. In the video, there are several references to religious practices that have been deemed offensive to a reasonable person. Upon further investigation and review, the Board has determined that the grievance constitutes a violation by

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<sup>26</sup> Exhibit C at 8.

<sup>27</sup> Exhibit J.

you of the Boca Grove Rules and Regulations (“Boca Grove Rules”), General Rules 3 as well as a violation of the Code of Ethics, which is attached.

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The Board has taken into consideration the above-referenced conduct and has proposed a penalty of ninety (90) days suspension. Suspension includes, without limitation, the deactivation of all auto transponders associated with your membership. During the suspension, you and any of your family members, medical aide, nanny/housekeeper and/or guests are prohibited from using any and all POA property, facilities and services, which include the clubhouse, pool area, pool dining, The Curve, all Curve classes, the playground, children’s facilities, tennis facilities including pickleball courts, any and all golf facilities, driving range, putting green and the golf course. The suspension will not preclude you from using the sidewalks, roads and entrances to the Boca Grove community.<sup>28</sup>

96. The notice failed to articulate the Board’s basis for finding that Isaac had violated Rule 3. It did not articulate what “references to religious practices” in Adams’ video were an issue or how they were “offensive to a reasonable person.” The notice also did not explain why the Board was punishing Isaac for Adams’ video when, as explained at length in Isaac’s January 12th email to Furr, both men had exceedingly positive intentions toward Boca Grove, Isaac was not personally responsible for any content in the video, Boca Grove staff encouraged and facilitated the video, and Adams had explicitly offered to edit his post or take further actions to address any of the Board’s concerns and ensure Boca Grove was portrayed positively as he had intended.

97. The notice also accused Isaac of violating Boca Grove’s Code of Ethics<sup>29</sup> but failed to specify what provision of it he had supposedly violated. There do not appear to be any provisions of the Code of Ethics applicable to Isaac based on Adams’ video.<sup>30</sup>

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<sup>28</sup> *Id.*

<sup>29</sup> Exhibit K.

<sup>30</sup> *Id.*

98. Like with Lent, the Board's proposed punishment against Isaac, a 90-day suspension, vastly exceeded the penalty standards set forth in Boca Grove's Rules and Regulations. Under Boca Grove's standards, Isaac's conduct—violating Rule 3 through involvement with a social media video—would be classified as “Any violation of other Boca Grove rules,” for which the standard punishments are mild:

First Offense: Warning

Second Offense: \$50.00

Third Offense: \$100.00

Fourth Offense: \$100.00 + 1 Week Family Transponder Suspension.<sup>31</sup>

99. Despite Isaac having no previous issues with Boca Grove's rules and despite Isaac undertaking his challenged conduct in good faith and with good intentions, the Board departed from Boca Grove's penalty standards to impose one of its most severe penalties against him for his first offense.

100. The Board's set a hearing before Boca Grove's hearing committee on January 30, 2025, to review the punishment. Because this proposed hearing date overlapped with travel Isaac had scheduled, he contacted Jolly to ask for an alternative date. Isaac subsequently received notice that the hearing date had been moved to February 11, 2025. Jolly and the Board set this date without consulting Isaac, who was scheduled to travel during this time as well.

101. Isaac then communicated with the Board to reschedule the hearing, proposing the hearing date be set for March 11, 2025. The Board was resistant to rescheduling the hearing despite not collaborating with Isaac to set either of the first two proposed dates. It was only when Isaac explained that the Board was not acting in good faith in working with him to set a mutually agreeable date for the hearing that the Board relented and agreed to reschedule to March 11th.<sup>32</sup>

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<sup>31</sup> Exhibit C at 39.

<sup>32</sup> Exhibit L at 4–5.

102. On information and belief, based on details provided by those familiar with the matter, at least one of the members of Boca Grove’s hearing committee, the already anti-Orthodox Randy Miller, was incensed by Isaac’s effort to have the hearing rescheduled to a date he could actually attend and declared to others his intent to punish Isaac for doing so—indicating he planned to inflict a penalty on Isaac regardless of the merits of the underlying grievance just for attempting to find a date on which he could participate in the proceedings.

**C. The Board punished the other members of the golf outing with excessive penalties despite their not having a role in arranging the golf outing or inviting Adams.**

103. At the same January 13, 2025, meeting during which the Board’s anti-Orthodox members pushed the Board into punishing Isaac, the Board also issued penalties against the three other Orthodox members who attended the golf outing. Despite none of them knowing about Adams’ intent to do a video review of Boca Grove,<sup>33</sup> and despite Adams being Isaac’s guest, not any of theirs, the Board still issued suspensions against all three of them.

104. The Board punished two of them with 14-day suspensions on the same basis as Isaac—for an “offensive social media video” that contained “references to religious practices that have been deemed offensive to a reasonable person.” The third member of the group was punished with a 30-day suspension for the additional reason that he had been the one to have the kosher food brought in, which the Board claimed was in violation of Boca Grove’s rules on dining, despite the Club’s staff directly participating in bringing in and serving the food.

105. All three of these punishments, like Isaac’s, exceeded the penalty standards in Boca Grove’s rules, which would have had them all punished with only a warning as a first offense, or at most a \$100 fine and a one-week suspension of their auto transponders if it had been their fourth

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<sup>33</sup> Exhibit M.

offense.<sup>34</sup> The hearing committee subsequently reduced the two 14-day suspensions to a 7-day suspension<sup>35</sup> and a warning letter and reduced the 30-day suspension to a 14-day suspension with an exception to the household suspension made for the member's special needs son.

**D. The Board prohibited Isaac from bringing any of his intended witnesses to the hearing.**

106. On March 9, 2025, Isaac sent the Board an email with the list of the witnesses he intended to have provide testimony during the hearing.<sup>36</sup> The list included Kevin Ross and Shlomo Goldman, two of the Orthodox members who joined in the December 8th golf outing, Jake Adams, Rabbi Yaakov Gibber, the Rabbi of the nearby synagogue which the Scharfs and the vast majority of Boca Grove's Orthodox members attend, Geoffrey Newman, a board member, and Pendola and DiMatteo of the Golf Pro Shop.<sup>37</sup> Isaac also inquired as to whether Boca Grove would record the hearing and if he could record it personally.<sup>38</sup>

107. On March 10, 2025, the Board responded with newly-announced restrictions on Isaac's ability to bring witnesses in his defense.<sup>39</sup> Framing disclosure of these restrictions as a "reminder" despite it being the first time Isaac was told this information, the Board stated that the hearing's purpose was for Isaac "to have the opportunity to show cause why the proposed discipline should not be imposed" and that this meant that he may speak and provide information that supported his position but that his options for witnesses were limited.<sup>40</sup> Isaac was told that only "individuals who were physically present may be permitted to speak, at the discretion of the

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<sup>34</sup> Exhibit C at 38.

<sup>35</sup> This member retained an attorney to dispute his penalty and the Board ultimately withdrew his suspension.

<sup>36</sup> Exhibit L at 6.

<sup>37</sup> *Id.*

<sup>38</sup> *Id.*

<sup>39</sup> *Id.* at 7.

<sup>40</sup> *Id.*

hearing panel, but those who were not physically present or who have already been heard by the hearing panel will not have an opportunity to speak, unless otherwise determined to be necessary by the hearing panel.”<sup>41</sup> Isaac was also told that Boca Grove “does not record nor allow recording of any grievance hearing proceedings.”<sup>42</sup>

108. Isaac was then told that Ross, Goldman, Pendola, and DiMatteo would not be permitted as witnesses because they had already “been heard” by the hearing panel in separate grievances related to the golf outing, and that Rabbi Gibber and Newman would not be permitted to speak because they were “not physically present” during the events in question. As a result, Isaac was left without any witnesses in his support.

109. Attached to the Board’s email was a document describing “hearing etiquette” for Boca Groves “Fining and Suspension Process.”<sup>43</sup> The document did not state any rules or restrictions regarding witnesses like those stated by the Board. Nor are there any such restrictions contained in Boca Grove’s Declaration, By-Laws, or Rules and Regulations.

**E. During the hearing, the Board’s anti-Orthodox motivation for punishing Isaac was openly stated.**

110. On March 11, 2025, Isaac went to Boca Grove’s clubhouse to attend the hearing.

111. As Isaac was waiting outside the meeting room where the hearing was to take place, Jolly entered the room and spoke with him. She asked where Isaac’s witnesses were. Isaac was confused by Jolly’s question, as she was involved in arranging the hearing and communicating with him about the restrictions on his witnesses. Isaac explained that he did not have witnesses with him because of the Board’s restrictions.

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<sup>41</sup> *Id.*

<sup>42</sup> *Id.*

<sup>43</sup> Exhibit N.

112. Isaac then asked Jolly about the procedure for entering the hearing room and starting the hearing. She stated that everyone involved in the hearing would enter together. But when the time for the hearing arrived, Jolly and Isaac entered the room and Isaac saw that all the other participants and witnesses arrayed against him by the Board were already in the room together.

113. Attending the hearing were the hearing committee, Randy Miller, Alan Utensky, and Elaine Weiner; the Board's witnesses against Isaac, Jolly as Boca Grove's general manager, Pendola and DiMatteo as employees of Boca Grove's Golf Pro Shop; a Boca Grove staff member there to take notes; and two board members, Brandon Rippo (the board president) and Curt Smith.

114. Given that the Board had found reasons to deny Isaac's ability to bring any of his proposed witnesses, he was shocked to see that Boca Grove had shown up with a full suite of club staff, internal leadership, and board members ready to advocate in favor of punishing him for Adams' video.

115. The tone and conduct of the hearing was immediately unprofessional and antagonistic against Isaac. Randy Miller was particularly aggressive, condescending, and biased. When Miller observed Isaac taking notes on the proceedings because he had been denied witnesses and recording the hearing was prohibited, he mocked him: "Oh, this is very, very, very, very important. Better take good notes." Isaac recognized this as an expression of Miller's antipathy toward him and an attempt to rattle him.

116. Isaac had prepared an agenda of points he wished to address about Adams' visit and why punishment against him for any "references to religious practices" in Adams' video was unwarranted and improper; one of which was discussing how he had helped Adams wrap tefillin in the Boca Grove men's locker room. He had assumed that part of, if not all of, the reason the



Board deemed Adams' video offensive based on its "references to religious practices" was that Adams had been lightly comedic in his narration about Isaac helping him wrap tefillin.

117. Isaac began explaining that wrapping tefillin is a beautiful Jewish ritual and that it was a meaningful moment and an honor to help Adams wrap tefillin for the first time since his Bar Mitzvah; that there is a long tradition of Jews wrapping tefillin in locker rooms before athletic activity; that Adams is known for being lovingly light-hearted, particularly about Jewish culture, and that Adams neither intended to offend anyone with the comedy in the video nor reasonably should have because his humor is mainstream and highly popular within the Jewish community.

118. Isaac's explanation was interrupted by Jennifer Jolly and Alan Utensky. Jolly interjected to state that the Board's problem with Adams' video was not behavior, it was optics. She stated that the reason for the Board's anger and the grievance against Isaac was how visibly Orthodox Jewish the video was. The Board was particularly furious with the clip of Isaac helping Adams wrap tefillin in the locker room because it made Boca Grove look too friendly and inviting to the Orthodox Jews; the Board was similarly angered by Adams referring to Boca Grove as a "Jewish country club." The Board perceived it as staining Boca Grove's name and reputation to be so associated with Orthodox Jews and was worried that it would only further encourage Orthodox families to move to the community.

119. Utensky confirmed Jolly's explanation and echoed the Board's disdain with Boca Grove being known as Orthodox, stating that the mere act of wrapping tefillin on video in Boca Grove's locker room was offensive because it made Boca Grove look Orthodox. Randy Miller joined in as well, angrily stating, "We're not a Jewish Country Club."

120. Jolly and the hearing committee members also stated how they and the Board were livid with Adams' video jokingly referring to the kosher café offerings by Boca Grove's pool as

the “Starbucks of David” and his description of the various kosher dining options available at Boca Grove for the same reasons.

121. They confirmed that the basis for the grievance against Isaac was not that Adams’ video had insulted or disrespected any members of the Jewish community, but that it had offended the Board by showing Orthodox Jewish life at Boca Grove and making Boca Grove look too positive for Orthodox Jews.

122. This was the first time that Isaac had heard the true reason for the Board’s grievance against him. Up to this point, Isaac had never received an explanation about what content within Adams’ video the Board had taken issue with and had determined to be “offensive to a reasonable person.” Isaac was thus taken aback, as Jolly, Utensky, and Miller had plainly stated that Boca Grove was religiously discriminating against him because the Board had deemed Orthodox religious practices like wrapping tefillin “offensive to a reasonable person.” He was shocked that they were willing to openly admit to the Board’s bigotry against Orthodox Jews and their own in the middle of the hearing and state it as the motivation for why he was being punished. Jolly, Utensky, and Miller were unabashed and lacked any self-consciousness in telling Isaac that the Board was penalizing him because he was in a video that made Boca Groove look too welcoming to Orthodox Jews by showing tefillin being wrapped on the property.

123. Isaac was also surprised by this anger against a display of Orthodox Judaism at the Club because Boca Grove has consistently promoted Christian religious events and celebrations, including spending tens of thousands of dollars on a lavish Easter celebration that featured a helicopter Easter egg drop and an Easter bunny performer.

124. Alongside Jolly’s, Utensky’s, and Miller’s statements confirming that the Board was motivated by anti-Orthodox animus to punish Isaac for Adams’ video because it portrayed

Boca Grove as too Orthodox-friendly, there were signs that the Board and Boca Grove's management withheld information to influence the grievance process against Isaac.

125. During the hearing, the third member of the hearing committee, Elaine Wyner, stated that she had only been shown a single video of Adams'—the video of his visit to Boca Grove—and that she had not been told anything about the background or context of the video and Adams' work, including that the video was intended to be comedic, that Adams is a Jewish comedian, and that it was one of dozens of similar videos Adams has made about various different golf clubs and resorts. She also had not been shown the email Isaac sent on January 12th explaining what happened during the golf outing and that Adams had received a warm reception from Boca Grove staff.

126. Isaac raised with the hearing committee that it appeared that a few members of the Board were leading the grievance process to a set conclusion against him by omitting key facts and information, such as how Isaac's email from January 12th had not been shared with members of the Board at the January 13th meeting where the Board decided on punishing him. Miller attempted to dispute this criticism by asking board president Brandon Rippo whether he had received a copy of Isaac's January 12th email. Rippo was visibly unfamiliar with what Miller was referring to and could not readily respond that he had seen the email. Jolly then stepped in, claiming that she had sent it to Rippo. Jolly and Miller clearly intended for Rippo to confirm that he had seen it and provide "cover" for the Board. Picking up on their cues, Rippo then fumbled with and looked at his phone and hurriedly confirmed that he had previously received the email and reviewed it.

127. At the end of the hearing, Jolly and the hearing committee said it was time for everyone other than the hearing committee to leave the room while the committee deliberated. As

Isaac was exiting alongside Jolly, he saw that the board members, Rippo and Smith, were staying behind in the room and talking with the hearing committee as they were deliberating. This confused Isaac based on what he had just been told about the hearing committee needing to deliberate without outside interference and based on the requirements of Section 8.4 of Boca Grove's By-Laws and Fla. Stat. Ann. § 720.305(2)(b)-(c), which state that the Board's suspension may not be imposed unless confirmed by a hearing committee comprised of three members "who are not either officers, directors, or employees of the association ...."<sup>44</sup> Based on these rules, Isaac did not understand why the board president and another board member were interfering in the hearing committee's decision-making after the hearing's close.

128. Shortly after the hearing, the hearing committee issued its determination approving the Board's proposed 90-day suspension. Boca Grove sent Isaac a notice that the suspension had been approved:

After full consideration of the relevant facts, the Committee voted unanimously to approve the proposed 90-days suspension.

Accordingly, the 90-days suspension is effective immediately as of March 11, 2025, and will end on June 9, 2025.

Please note that suspension includes, without limitation, the deactivation of all auto transponders associated with your membership. You and/or your guests are prohibited from using any and all POA property, facilities and services, which include the clubhouse, pool area, pool dining, The Curve, all Curve classes, the playground, children's facilities, tennis facilities including pickleball courts, any and all golf facilities, driving range, putting green and the golf course. The suspension will not preclude you from using the sidewalks, roads and entrances to the Boca Grove community.

Please conduct yourself accordingly.<sup>45</sup>

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<sup>44</sup> Exhibit E at 95.

<sup>45</sup> Exhibit O.

**F. Further incidents after the hearing corroborate the Board's anti-Orthodox animus in punishing Isaac.**

129. Within a short period of time after the hearing, there were two additional incidents that further suggest that Isaac was targeted for punishment by the Board because the Board was furious that Adams' video made Boca Grove look too welcoming to Orthodox Jews.

130. The first was when Isaac had a chance interaction with one of the board members, Geoffrey Newman, by the tennis courts. Isaac approached Newman and told him that he had serious concerns about what was happening with the grievance and how he was being targeted for a video he had not posted and was not responsible for. Newman responded: "Well, the video was bad. We had so many complaints. Tons of people reached out—they were very upset. We had to do something." Isaac then asked how many people had complained and what they had complained about. Newman could not give Isaac an answer and just repeated that the Board had received a lot of feedback and supposedly had no choice but to act.

131. Jolly, Utensky, and Miller had made similar claims during the hearing about the supposed volume of complaints that the Board had received about Adams' video. As with Newman, they did not articulate what the substance of the complaints was or how many had been received.

132. Following the conversation with Newman, Isaac made a records request to Boca Grove for the complaints it had received related to Adams' video. All that Boca Grove produced was a single transcribed voicemail.<sup>46</sup> It produced no other evidence of the many complaints it had allegedly received. The lack of any additional records of complaints about Adams' video indicates that Newman, Jolly, Utensky, and Miller were repeating a false narrative that the Board had

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<sup>46</sup> Exhibit P.

developed to justify punishing Isaac based on the Board's desire to retaliate against him due to certain members' anti-Orthodox bigotry.

133. The second incident occurred at Boca Grove's café within two weeks of the hearing. The two board members who sat in on the hearing and appeared to influence the committee's decision to approve Isaac's punishment, Brandon Rippo and Curt Smith, had a meeting at the café with a small group of Boca Grove members to discuss tensions in the community. During the conversation, Rippo and Smith stated that they did not want Boca Grove "to be known as a kosher club" despite the Club offering many kosher amenities and events. One of the members in the conversation challenged them, asking, "Why is that a problem? Would you say the same thing if this were a Black country club?" Smith responded angrily and without hesitation, "I wouldn't want this to be known as a Black country club either."

134. In addition to these incidents, the Board has apparently further retaliated against the positive depiction of Orthodox life and welcomeness at Boca Grove in Adams' video by rolling back the Club's kosher offerings. Since the video's publication, the Board has canceled multiple of its regular kosher events and dining options despite their extreme popularity. The Board's pretextual reason for these cancellations is that the kosher events are insufficiently attended, but this justification is belied by the kosher events' popularity and high attendance. This justification is further belied by the Board's willingness to host a rankly misogynistic "Playboy" themed party during the same period, which was organized at exorbitant cost and, predictably, sparsely attended, as neither Boca Grove's many Orthodox members nor many of its non-Orthodox members wished to be associated with such a vulgar theme.

**G. The Board extended the suspension to the entire Scharf family to further punish Isaac and torment him for making Boca Grove look welcoming to Orthodox Jews.**

135. The 90-day suspension that the Board imposed on Isaac on March 11, 2025, was initially limited to only Isaac personally and his guests. The terms of the suspension were that the Scharfs' auto transponders, which allowed Isaac and his wife Danielle to drive past the gate into Boca Grove in the residents' lane rather than wait in a separate, often delayed visitors' lane to be screened by security, were deactivated and that Isaac and his guests were prohibited "from using any and all [Boca Grove] property, facilities, and services." This included "the clubhouse, pool area, pool dining, The Curve [Boca Grove's gym], all Curve classes, the playground, children's facilities, tennis facilities including pickleball courts, any and all golf facilities, driving range, putting green and the golf course."<sup>47</sup>

136. The Board soon amended the suspension to gratuitously target Danielle and the Scharf children as well, expanding the suspension to prohibit them from all access and participation in Boca Grove's amenities and social life.

137. This change was made after Isaac's 14-year-old son, C.S., went to play a round of golf on Sunday, March 16, 2025. C.S. is an avid golf player and often plays on Sundays. C.S. had no involvement with his father's golf outing with Adams and has never had any issues with Boca Grove's rules and regulations. He is respectful, kind, and well-regarded within the community. Based on the suspension's language, there were no restrictions on his right to play golf at the community's golf course.

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<sup>47</sup> Exhibit O.

138. Despite the clear language of the suspension, Isaac received a call from Jennifer Jolly after C.S. went to play golf, bluntly stating: “It was brought to my attention that your son was golfing today. Just so you’re aware, your entire family is suspended, not just you.”

139. Isaac responded calmly and respectfully that the suspension notice contained no such terms and that if the Board’s intent was to punish his entire family because Adams’ video showed Jewish religious practices at Boca Grove, the Board should have explicitly said so. Isaac then followed up with a text to Jolly confirming that he had reviewed the suspension notice again and that it clearly limited its terms to only Isaac and his personal guests.

140. Two days later, on March 18, 2025, Isaac received a new letter from the Board declaring that the suspension notice had been amended so that the suspension applied to “[y]ou and any of your family members, medical aide, nanny/housekeeper and/or guests.”<sup>48</sup>

141. The Board’s extension of Isaac’s punishment to his wife and children was done in direct retaliation against C.S., a fourteen-year-old boy, for playing golf with a friend.

142. After the suspension was announced and was expanded to include Isaac’s wife and children, numerous members of the Boca Grove community, both non-Orthodox and Orthodox, vigorously contacted the Board and Boca Grove’s management, sending emails and even circulating a petition, to plead that the Board at least not punish the children.

143. The Board has previously exempted the children of Boca Grove members from suspensions, making exceptions when the conduct at issue did not involve the children and the punishment would be gratuitous, as with the example of the other member of the golf outing whose special needs son was exempted from the member’s 14-day suspension. The Board has demonstrated that it has fundamental discretion in determining the scope of the penalties it imposes

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<sup>48</sup> Exhibit Q.



and it has repeatedly withdrawn or reduced penalties on further consideration, as demonstrated when the Board withdrew the suspension for one of the other members of the golf outing when he retained counsel and objected to the penalty, and when the Board reversed a 90-day suspension against another family midway through its term.

144. The Board ignored or dismissed all these attempts to spare the Scharf children from the suspension without any meaningful reply, refusing to exempt C.S., H.S., R.S., Edward, and Alex despite their having nothing to do with Adams' video.

**III. The Board's discriminatory anti-Orthodox suspension has inflicted needless social, emotional, and mental harm on the entire Scharf family, particularly the children.**

145. For the last two-and-a-half months, the Board's retaliatory suspension has cut the entire Scharf family out of life at Boca Grove. The impact has been terrible. It has severely disrupted the family's social lives and their day-to-day activities. The emotional toll of the suspension has been profound and ongoing, with the Scharfs not simply losing their access to amenities, but being publicly humiliated, socially isolated, and excluded from the community where they live, the children are being raised, and Isaac and Danielle pay full dues. They have lost their peace of mind, their comfort in their own home, and their sense of belonging in the Boca Grove community, both as individuals and as Jews—all because certain Board members detest that the world had an opportunity to see Orthodox Jews enjoying the Boca Grove community.

**A. C.S.'s harm from the suspension.**

146. Following the family's suspension, Isaac's teenage son, C.S., immediately began to withdraw socially, worried that other Boca Grove members and staff would confront him or scold him if he went out in the community, which has happened repeatedly. At least twice as C.S. went

around the community—not violating any of the terms of the suspension—adult members yelled at him for being out in the community, telling him he must leave.

147. He has grown increasingly more isolated as time has gone on and he has been unable to socialize with other children in common spaces or participate in social life in the community. He became afraid to go anywhere near the teen lounge, gym, golf course, or even the general clubhouse area, all of which he previously enjoyed and which were central to him socializing with his friends and enjoying his childhood.

148. The worst moment for him was on April 14, 2025. Boca Grove offered a kosher-for-Passover tearoom during the Passover holiday as a place for children in the community to gather, socialize, and enjoy food. On that day, C.S. was scooting along the sidewalk with a group of friends near the tearoom. C.S. did not go inside or even leave the sidewalk, but a member saw him nearby and shouted at him in front of his friends, “Scharf! You can’t be here! You’re punished!” C.S. came home distraught, having once again been berated by an adult and publicly humiliated despite doing nothing wrong, just because his father was incidentally connected to a video that upset the Board by showing Orthodox life at Boca Grove positively.

149. The suspension has led C.S. to experience social fear and distress about public embarrassment and confrontation. He has struggled deeply with feelings of guilt from the Board extending the suspension to the entire family after he went golfing on March 16, 2025, in what he believed was full compliance with the suspension letter. Despite Isaac and Danielle doing all they can to reassure him otherwise, he has since been deeply uncomfortable with even leaving home.

150. He has been isolated, worried, unable to go where he has previously spent much of his time, and afraid that someone might confront him, question him, or embarrass him again. Since the tearoom incident in particular, he has isolated himself further. When friends suggest hanging

out at the clubhouse, he lies and says he's busy or avoids them altogether because he does not want to be a burden and does not want to be angrily and publicly told by an adult yet again that he does not belong.

**B. H.S.'s harm from the suspension.**

151. Isaac and Danielle's five-year-old son, H.S., has been affected the worst by the suspension.

152. The Scharf family regularly goes to Boca Grove's pool on Sundays. It is how they socialize, get out of the house, and enjoy the community. It is how H.S. sees his friends and spends time with his mother, father, and siblings. But with the suspension, Isaac and Danielle have had to repeatedly tell H.S. he cannot go to the pool anymore or to any other activity that is part of his routine and sense of normalcy—without being able to give him a good reason why.

153. Every Sunday, Isaac and Danielle are forced to lie: “the pool is closed today;” “they’re cleaning the water;” “it’s just for grown-ups today.” But H.S. knows his friends are still able to go. When he hears his friends say, “We’re going to the pool, see you there!” he becomes despondent and inconsolable, asking his parents over and over, “why can’t we go too?” Isaac and Danielle are bereft of an answer they can give him that would not hurt him even more. Telling H.S. the truth about the situation—that the whole family is being punished because members of the Board did not like that his father wrapped tefillin at the clubhouse and do not want Boca Grove to seem welcome to Orthodox Jews—would be too hard to explain and would make him fearful of being a Jew at Boca Grove.

154. The family had the same issues with the once-a-month kosher events at the clubhouse. One of H.S.'s friends left the Scharfs' house to go to one of the events and asked H.S. if he wanted to join. H.S.'s eyes lit up and he asked if he could go, then begged if he could go.

When Isaac and Danielle had to tell him, “No” (again), he was left crying, asking why he was not allowed to go if he had done nothing wrong.

155. For months, Isaac and Danielle have encouraged H.S. to try playing tennis and to join the Club’s junior tennis clinic on Sundays and Wednesdays. H.S. had been hesitant, until one day a friend of his was being picked up from the Scharfs’ house and asked, “I’m going to tennis, want to come?” For the first time, H.S. wanted to go. But Isaac and Danielle again had to tell him, “No,” and watch as H.S.’s moment of excitement and openness turned to sadness and confusion. It was frustrating and upsetting for the entire family—for Isaac and Danielle as parents forced to tell their young son over and over that he could not participate in the community and activities he enjoyed and wanted to try, and for H.S. as a young child trying to understand why his life had suddenly and inexplicably changed.

156. The suspension has crushed H.S. He has suffered confusion, frustration, and a growing sense of exclusion. He is too young to understand what a “suspension” means or why his friends get to enjoy the club’s amenities while he cannot join them. When he sees his friends leave his house to go to the pool or to kosher dining events or to play tennis and he cannot join, he just cries. Like C.S., H.S. has had trouble with internalizing a sense of blame and guilt related to the suspension, unable to understand how he could be excluded from his community, his friends, and his sense of normalcy unless he had done something wrong.

157. It has been heart-wrenching for Isaac and Danielle to watch their beloved, happy, and bright young son crushed by denial after denial and exclusion after exclusion, clearly changing over time as he has become withdrawn, all while they cannot do a thing about it.

**C. R.S.'s harm from the suspension.**

158. The suspension has affected Isaac and Danielle's one-year-old baby daughter R.S. as well. Prior to the suspension, Danielle or R.S.'s nanny would take her to the Club's park area near the pool, for walks around the clubhouse and its amenities, and to the playground. They would get water and other drinks for R.S. and themselves from the clubhouse's machines and push R.S. on the swings.

159. Under the suspension, neither baby R.S. nor her mother or nanny are allowed at any of these locations. Due to the Board's vindictiveness at a video showing a several-second clip of her father wrapping tefillin on Adams' arm, R.S. cannot even be pushed on a swing by her mother or nanny.

**D. Danielle Scharf's harm from the suspension.**

160. Danielle has been harmed by the suspension socially, religiously, and emotionally. Danielle is strongly engaged with the Boca Grove community and the majority of her close friends are other members. The suspension interfered not only with her ability to participate in the social life of the community, but with the participation of many other women in the community who are her friends as well.

161. One illustrative example occurred with a birthday celebration Danielle and several friends had planned for one of the women in the community. They organized an exercise class at Boca Grove's gym to be led by one of the club's trainers. Following the suspension's extension to the entire family, one of the women realized that Danielle would not be allowed on Club property, so the women moved the event to one woman's backyard because it was an available space that could accommodate all the guests. They hired an outside trainer that they paid for out-of-pocket—which would have been free at the Club's gym—and attempted to enjoy the event as planned. In

the South Florida heat, the event went awry, with at least five of the women unable to continue participating due to the brutal weather—including Danielle. Danielle was left embarrassed, ashamed, and overwhelmed with guilt for being the reason the women had to change everything to accommodate her.

162. Another example was when Danielle and Isaac were forced to miss a special Shabbat dinner hosted at Boca Grove's clubhouse the Friday night before Passover started. The dinner is one of the largest social and religious events for Orthodox members of the Boca Grove community and is meant to help religiously observant Jewish families prepare their homes for the Passover holiday. It has been a deeply meaningful event for Isaac and Danielle each year, but they were excluded from the event even as all of their friends went because of the Board's retaliation against Isaac.

163. The greatest pain of the suspension for Danielle has been the burden of seeing her children suffer. As a devoted mother, Danielle has carried the emotional weight of the entire family's torment and isolation. While suffering her own isolation and stress, she has been the one to manage the fallout for the children: answering five-year-old H.S.'s confused and distraught questions about why he is isolated from his friends and caring for his despondency, comforting teenage C.S. and addressing his isolation; and trying to maintain the family's social relationships while they have all has been excluded from the social occasions and activities that the community is built around. She has suffered embarrassment, guilt, and shame from the disruptions and compromises her friends have endured in going out of their way to include her. She has cried at night from the suffering her children are experiencing and the social isolation and humiliation she feels.

**E. Isaac Scharf's harm from the suspension.**

164. The suspension has taken a tremendous toll on Isaac as a husband and father forced to see his wife and children suffer due to the Board's backlash against him for being part of a video positively depicting Orthodox Jewish life at Boca Grove.

165. While Isaac was prepared to deal with the exclusion and isolation the suspension would impose on him when it was initially limited only to him and his guests, he was not prepared for the same to happen to his beloved wife and children. Seeing his wife and children shamed, embarrassed, harassed, and excluded because he wrapped tefillin in a few seconds of a light-hearted video has been devastating for Isaac. He has had to watch as the neighborhood he worked hard to move his family to so they could live in a strong and welcoming Orthodox community and enjoy a good life has turned against him. He has had to see his wife and children suffer as the entire family has become collateral damage in Boca Grove's campaign to make Orthodox Jews unwelcome and put in their place.

166. Isaac has had to lie to his young son H.S. to try to spare his feelings and keep him from fearing Boca Grove as he has cried despondently over being shorn from his friends and routine; he has had to watch his teenage son C.S. retreat into silence and isolation; and he has had to see his wife endure shame, guilt, and humiliation. He has had sleepless nights and has cried with Danielle about the strain the family has had to endure because of the Board's retaliation against him for being visibly Orthodox at Boca Grove. He has had to pretend like everything is fine while his family's sense of peace and belonging in their own home and community has been taken from them.

**F. Edward Scharf's harm from the suspension.**

167. Isaac's young-adult sons Edward and Alex have also been harmed by the suspension. They were both scheduled to come back home to visit Isaac and the rest of the family prior to and during Passover, but the suspension impaired their visits home.

168. Edward, like his brother C.S., is an avid golfer and will golf 36 holes in a day when the opportunity arises. He is well-liked and well-regarded within the Boca Grove community and has bonded with friends in the community through a shared love of golf. When he came home to visit his family in early April 2025, his friends' parents would not let them associate with him out of worry that Boca Grove would retaliate against them. Out of sympathy for the suspension, Edward was asked by several other members to golf with them as their guests, but he refused to join out of concern that this would violate Boca Grove's rules and lead to consequences against these members for their kindness toward him.

**G. Alex Scharf's harm from the suspension.**

169. With Alex, due to the severe disruption to the family's social life and ability to use the amenities they had structured their family routines and communal life around, Isaac and Danielle decided that it would make more sense and be more enjoyable for Alex for him to go on a short trip with his friends rather than come home sooner. Isaac and Danielle saw how severely Edward's, C.S.'s, and H.S.'s lives were disrupted and harmed by the suspension and decided it would be best to spare Alex the same problems by letting him travel with his friends rather than come home to the same isolation and exclusion his brothers were facing.



**IV. The Scharfs have incurred great financial expense in replacing what the suspension has taken from them.**

170. The Board's discriminatory suspension has imposed monetary and lifestyle burdens on the Scharfs. The fees to belong to Boca Grove are steep—about \$40,000 per year—in return for which member families are meant to have access to the Club's gym, pool and dining facilities, golf course and tennis courts, playground and play areas for young children, social areas for older children, children's activities, and kosher dining and community events.

171. The complete exclusion of all members of the Scharf family from these amenities has upended key aspects of their lives, particularly the children's, which were built around these amenities that Isaac works hard to provide. The family has spent significant time, money, and effort to find alternatives and cobble together a semblance of what they had before the suspension.

172. Isaac and Danielle were both forced to get new gym memberships as they were denied access to Boca Grove's fitness facilities. To approximate the convenience and flexibility that the Boca Grove facilities provided, and around which they had structured the family's schedule, Isaac and Danielle each had to join multiple gyms. This was not only a large financial expense, but also a large drain on their time and energy, as they now had to restructure their schedules and commute to the various gym facilities, whereas before they could travel to and from Boca Grove's gym in less than five minutes.

173. Isaac and Danielle have had to find alternative activities for the three children at home, C.S., H.S., and R.S., particularly on weekends. Previously, C.S. could join his friends for golf or at the teenage social area, H.S. could go to the pool, children's activities, and community events, and R.S. could be taken to the playground and on the swings. Now, none of these activities are available to the children.

174. Each weekend and throughout the week, Isaac and Danielle have had to plan around where the family *could not* go instead of where they wanted to go. They have had to find places and activities their children could enjoy, and pay for them all out-of-pocket, to maintain some sense of normalcy and family fun.

175. Isaac and Danielle have had to invent explanations for H.S. for why the family cannot attend each holiday, Sunday, and Club event the family is excluded from. They have had to field embarrassing questions from friends who did not understand why the family was not showing up to community events. They have had to schedule trips and make other plans repeatedly during major community and religious events to avoid being home and isolated when they otherwise would have joined the rest of the community to protect their children from sadness and confusion.

176. The biggest disruption from the suspension came to the family's Passover plans. Passover at Boca Grove is a holiday during which Orthodox members enjoy special events and come together as a community, spending large amounts of time enjoying the Club while taking time off from work and school. Edward and Alex, after more than a year away from home, were scheduled to return and join the rest of the family in celebrating the holiday. But with the suspension excluding the entire family from any of the activities and things they would do together—golf, the pool, the children's play areas, the kosher holiday events—Isaac and Danielle could not bear the idea of having the older boys home after all their time away only to isolate them from the rest of the community and have them be unwelcome in their own neighborhood. Because Isaac and Danielle were excluded from their own community during one of the most joyous holidays of the year, they booked a last-minute trip to a Passover holiday program in California to take their children to just to provide them a place where they could be comfortable and feel

included and celebrate the holiday and the older boys' visit home without issue, at a cost of tens-of-thousands of dollars.

177. The family had to make similar arrangements for Mother's Day and Memorial Day. For Mother's Day, the Boca Grove community comes together for a large celebration, in which families attend events at the Club and enjoy a day honoring the community's devoted mothers, like Danielle. But instead of joining their friends and community in celebration, the family was excluded and had to make alternative plans, going to a water park instead.

178. Memorial Day at Boca Grove is one of the biggest celebrations of the year, for all members of the community, featuring a kosher barbecue, water slides, games, music, and community programming. All of the family's friends, adults and children alike, would be attending. Rather than force their children to stay home and ask why they could not be part of the community's celebration, Isaac and Danielle booked a stay at a resort hotel with water attractions to try to replicate what they could of the experience for their children.

179. Despite the suspension banning the entire family from all enjoyment of the Club, its amenities and community events, and forcing the family to arrange costly alternatives, Isaac and Danielle have still been required to pay membership dues to Boca Grove throughout the 90-day suspension. The Board stripped the Scharfs of the value of their membership to punish Isaac for making Boca Grove look too welcoming to Orthodox Jews while demanding they continue to pay full price for the amenities they are excluded from.

180. If Isaac and Danielle were to object to the Board's discrimination against their family by withholding their dues during the suspension, Boca Grove would assess large penalty fees against them and their membership could be revoked, putting them in a position where they would plausibly have to move. As a result, Isaac and Danielle are in the humiliating position of

dutifully paying full price to Boca Grove after the Board went out of its way to hurt the entire family, including their children, based on their religion.

## **COUNT I**

### **Fair Housing Act, 42 U.S.C. § 3604**

#### **Housing Discrimination**

181. Plaintiffs repeat and incorporate by reference the allegations in paragraphs 1–180.

182. The federal Fair Housing Act (“FHA”) prohibits “discriminatory housing practices,” including discrimination “against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, or national origin.” The Defendant is subject to the FHA.

183. Boca Grove imposed a 90-day suspension on Plaintiffs to deny them access to Boca Grove’s amenities and events for discriminatory reasons. Boca Grove imposed the suspension for the explicit discriminatory purpose of punishing Plaintiff Isaac Scharf because the Board viewed Jake Adams’ video as making Boca Grove look too Orthodox and too inviting to Orthodox Jews, which undermined the efforts of at least some board members to make Boca Grove unwelcoming to Orthodox Jews.

184. The Board punished Plaintiffs collectively with a 90-day suspension to set an example to the Orthodox community as part of its ongoing anti-Orthodox discrimination campaign despite Isaac’s conduct not reasonably violating any rules and despite the punishment that was imposed being far in excess of Boca Grove’s own guidelines, which prescribed penalizing him with a simple warning letter.

185. Each Plaintiff was harmed mentally and emotionally by Boca Grove's discriminatory suspension of the entire family. Each Plaintiff seeks non-economic compensatory damages.

186. Plaintiffs Isaac and Danielle Scharf were harmed financially by the costs they incurred in working around the hardships and disruptions the suspension imposed on their family. Plaintiffs Isaac and Danielle seek economic compensatory damages.

## **COUNT II**

### **Fair Housing Act, 42 U.S.C. § 3617**

#### **Interference with Enjoyment of Fair Housing Rights**

187. Plaintiffs repeat and incorporate by reference the allegations in paragraphs 1 - 180.

188. The FHA prohibits coercion, intimidation, threats, or interference with any person in the exercise or enjoyment of any right to fair housing provided by the FHA, including the right to enjoy the benefits of membership in a homeowners' association without religious discrimination. The Defendant is subject to the FHA.

189. Boca Grove interfered with Plaintiffs' right to enjoy their membership in Boca Grove free of religious discrimination when it discriminatorily suspended Plaintiffs' access to Boca Grove's amenities and events as punishment against Plaintiff Isaac Scharf because the Board viewed Jake Adams' video as making Boca Grove look too Orthodox and too inviting to Orthodox Jews, which undermined the efforts of at least some board members to make Boca Grove unwelcoming to Orthodox Jews.

190. The Board punished Plaintiffs collectively with a 90-day suspension to set an example to the Orthodox community as part of its ongoing anti-Orthodox discrimination campaign despite Isaac's conduct not reasonably violating any rules and despite the punishment that was

imposed being far in excess of Boca Grove's own guidelines, which prescribed penalizing him with a simple warning letter.

191. Each Plaintiff was harmed mentally and emotionally by Boca Grove's discriminatory suspension of the entire family. Each Plaintiff seeks non-economic compensatory damages.

192. Plaintiffs Isaac and Danielle Scharf were harmed financially by the costs they incurred in working around the hardships and disruptions the suspension imposed on their family. Plaintiffs Isaac and Danielle seek economic compensatory damages.

**JURY TRIAL DEMANDED**

Plaintiffs hereby demand a jury trial for all issues so triable.

**PRAYER FOR RELIEF**

Plaintiffs pray and request that a judgment be entered in their favor and against Boca Grove awarding them:

- a) Compensatory, consequential, and punitive damages of \$50,000,000 in the aggregate;
- b) Attorneys' fees, the costs of suit, and expenses;
- c) Pre-judgment interest and post-judgment interest at the maximum rate allowable by law; and
- d) Such other and further relief as the Court deems just and proper.

Respectfully submitted,

A handwritten signature in black ink, reading "Matt Sarelson" in a cursive script.

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*Counsel for Plaintiffs*

Statement and Policy Regarding Kosher Food Provisions at Boca Grove

Many of us are aware of conversations led by a small group of residents regarding the Club's dining facilities. It appears that this group is pressuring Management and the Board to provide a kosher kitchen so that their dietary desires are met. It is their objective to eliminate one of the club's dining facilities to serve only kosher food and only to their group, preferably in separate dining facilities with separate plates, utensils and dishwashing areas.

This group is few in number but very assertive in attitude. They are well organized with a private "whatsapp" messaging app planning their agenda. They can be very persuasive with "why not" rationalizations; but in fact it is their plan to have Religiously Segregated dining at Boca Gove.

This small group wishes to transform the mission of our club that has, since its founding, welcomed an ethnically and religiously diverse membership. Those who have made Boca Grove their home for decades, members who have honored and respected our diversity, and the lifestyle we have grown to love, feel that Boca Grove should not be diminished for the personal benefit of the assertive, vocal minority of residents who wish to change the culture of our community. They, like all our members, purchased a home in a secular community and Boca Grove must remain the premier country club community it has always been.

Following is a list of directives to the Board and Management regarding this important issue:

- The pool café is an integral part of the overall Country Club, fitness, and pool experience and should not be converted to a kosher-only dining venue.
- The sports bar is similarly an important part of the club experience and should not be split into separate dining facilities.
- All dining facilities and food venues must be maintained for all members to enjoy as a premier Country Club experience. Our menus contain sufficient non-meat items (fish, pasta, dairy, vegetarian and vegan) to satisfy the needs of almost all Boca Grove members except, perhaps, for those families who eat only at their kosher homes or at certified kosher only establishments. In the immediate and surrounding area, there are a plethora of certified kosher restaurants for everyone to enjoy.
- No separate dishes or dishwashing shall be done at Boca Grove, and our dining facilities shall in no way be converted to disposable paper and plastic plates and plastic utensils for eating.
- No outside organization (Rabbinic Board or other Rabbinic persons) shall be engaged to analyze our Club facilities to propose dividing Boca Grove into Religiously Segregated dining facilities.
- Continue to enforce the existing club rule that no outside food may be brought to the Club facilities (including the pool area) except for private catered parties that are scheduled and approved by Boca Grove.



- A kosher food truck and kosher barbeque, from time to time, as may be approved by the Board, shall be provided, when appropriate, to satisfy those members desiring such options.

We urge the Board of Directors and Management to maintain Boca Grove's longstanding and reputable community that welcomes all to its diverse, yet unified upscale lifestyle, giving no preferential treatment to any religious or ethnic group.

**If you agree that Boca Grove should not provide Religiously Segregated dining facilities, it is imperative that you do not remain silent but rather make your voice heard.**

**Please register your affirmation by sending an email to:**

[REDACTED]

**All responses will be kept confidential. Your name will not be released.**

**Sincerely,**

[REDACTED]

TO: Board of Directors and Club Managers Jennifer Jolly and Carla Hull

Dear All,

Marc Gillman called me today to vehemently express his displeasure about my communicating to many of the Boca Grove members about the potential changes to the Boca Grove experience.

I would like to share with you a few of the numerous opinions and feelings that our fellow members have emailed to me. There are many more.

Yours truly,

  
November 1, 2021

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"We keep a kosher home at Boca Grove. We have meals at all the Boca Grove dining areas. There is no problem for us to order meals. It would be a great mistake to have only Kosher Food served at any facility. We do not want to make our club known for any particular religious observances. Keep Boca Grove the way it has always been."

"We have had several very attractive offers to sell but we cannot think of a better place to live because of this Club's commitment to a lifestyle we believe in. This minority group knew what we were when they moved in and are free to move if they are dissatisfied with our long-established culture. Kudos"

"I moved to Boca Grove for a non-sectarian environment with no one majority group or non majority group being catered too!"

"NO GOOD NO GOOD I vehemently agree that our club should remain secular... I for one have the experience of having a religious group wanting to "TAKE OVER" a club facility in LONG ISLAND..."Watch it and watch out"...if allowed the next thing on their agenda would be to close the golf course on Saturday. I know this for a fact. Please share my view with all"

"I agree that the dining facilities at BG should remain open and accessible to all. If people want to be fundamentalist in their religious observance, they should not impose their views on others. I like having the kosher options, when available, but otherwise I eat kosher style. Most modern Orthodox Jews don't have a problem with this."

"We are 100% in agreement with you, and would privately and publicly say so. Although we need to make allowances for access to a kosher option for the group. There is no way we should provide capital or square feet for such a venture. I only bought in Boca Grove for its charm and secular feel. Even though the community has a very high Jewish community , I welcome diversity beyond our culture. This suggestion would go the other way. Please tell us if I could help in any way."

"My husband and I agree totally with your memo. Please add our names to your list of supporters, and keep us updated about further developments."

"My wife and myself are on pretty much an agreement but we have to move judiciously as well as quickly "

"When can we meet to deal with this in quick time as well as to properly organize and deal with this. Thank you for the alert "

"My husband and I are new to Boca Grove— a friend had sent your kosher kitchen platform to us. We totally are in agreement with you. Please let me know if there is anything else we need to do. "

"I agree that Boca Grove should NOT provide Religiously Segregated dining facilities."

"I agree with your letter. No separate dining facilities."

"Definitely opposed to any change in our facilities... even oppose the Kosher truck"

"I agree that Boca Grove should not provide Religiously Segregated dining facilities. Thanks for respecting and promoting diversity."

"I support the BG Kosher Platform that you presented.  
Boca Grove should not provide religiously segregated dining facilities"

"I read your well written article on the kosher conversion.  
I am a Jewish person and frequent visitor to Boca Grove, I would not consider buying a home in the community considering the Kosher push. I take a look at the five towns in Long Island and I get nauseous. It's horrible. If you give into their demands the place is finished."

"Bravo! We totally agree!"

"I believe that on the docs we just approved, any change to dining needed a 75% approval by the membership. Check that out."

"I totally agree with your email. We must vigorously protest any attempt to provide a kosher kitchen at Boca Grove. They have their food truck. That should be enough."

“My wife and I are very active in the Jewish community. In fact, I grew up in NJ where my family were members of an Orthodox temple. Nevertheless, we are adamantly against having Boca Grove provide a kosher kitchen and dining facility for the reasons set forth in the Statement & Policy we received. No problem with the kosher food truck and occasional kosher barbecue, but that’s it.”

“I agree with your memo however I believe it is too little too late. Good luck in your endeavor”

[Please note that all of the above are quotes; however, a few typos and periods at end of some sentences were added. Names were deleted.]

# BOCA GROVE

**Rules & Regulations**

**November 2024**

**Boca Grove Property Owners Association, Inc.**  
**Rules and Regulations**  
**November 2024**

**GENERAL RULES AND REGULATIONS**

1. Dining
  - a) Consumption
  - b) Reservations and Cancellation Policy
  - c) Take-out Procedures
  - d) Banquet and Catering
  - e) Dress Attire
  - f) Children
  - g) Charge Slips
2. Complaints About Employees
3. Member Behavior
4. Election Rules
5. No Tipping Policy
6. Loss of Property
7. Damage to BGPOA Property
8. Solicitations
9. Cell Phones
10. Pets
11. Smoking
12. Exercising or Walking on the Golf Course
13. Guests
  - a) Day Guests
  - b) House Guests
  - c) Family House Guests
  - d) Family Member Guests
14. Private Functions
15. Privacy
16. Observance of BGPOA Rules
17. Violation of Rules, Statutes and/or Ordinances
18. Trash Pick Up
19. Landscaping and Debris Removal
20. Lamp Post Lights
21. Exercising in the Community
22. Change of Property Ownership
23. Vendor Work Hours
24. Weapons, Firearms, etc.

**CARD ROOM RULES**

1. Sign-in
2. Guest Usage
3. Card Tables
4. Food and Beverage
5. No Cell Phones

### **MEMBER ACCOUNT PAYMENT RULES**

1. Billing for Charges
2. POA Collection
3. Delinquent Accounts

### **FITNESS RULES**

1. Fitness Registration
2. General Policies
3. Personal Training
4. Group Exercise Classes
5. Guest Privileges
6. After Hours Access

### **RACQUET RULES**

1. Tennis
2. Pickleball
3. Padel
4. Inclement Weather

### **GOLF RULES**

1. General Golf Rules
2. Practice Facilities
3. Course Closures
4. Starting and Continuing Play
5. Dress Code
6. Golf Carts
7. Disability Flag
8. Guest Privileges
9. Inclement Weather & Rain Policy
10. Pace of Play & Fivesomes
11. Junior Golfers
12. Women's Golf Association
13. Men's Golf Association
14. Pet Restrictions
15. Smoking
16. Golf Rule Violations

### **POOL RULES**

### **GT SWARM RULES**

### **THE HIVE RULES**

### **DOG PARK RULES**



### **ARCHITECTURAL CONTROL COMMITTEE**

1. ACC Purpose
2. ACC Areas of responsibility
3. ACC Policies
4. Homeowner Procedures for Exterior Changes and Renovations/Additions
5. Structures
6. ACC Review
7. Limitations

### **LANDSCAPING**

1. LANDSCAPE PLANS
  - a. Complete Renovations
  - b. Partial Renovations
2. PLANT MATERIAL & MINIMUM TREE REQUIREMENTS
  - a. Shrubs
  - b. Hedges
  - c. Ground cover
  - d. Turf areas
  - e. White gravel
  - f. Synthetic Grass
3. PLANTING REQUIREMENTS
  - a. Planting Beds
  - b. Walls
  - c. Two Story Homes
  - d. Irrigation
  - e. Landscape lighting
  - f. Fences
  - g. Screen Enclosures
  - h. Open and visible rear properties
4. LANDSCAPE MAINTENANCE
  - a. Mowing
  - b. Trimming
  - c. Fertilization
  - d. Pesticides
  - e. Irrigation
  - f. Mulch

### **PROPERTY MAINTENANCE**

- a. Pressure cleaning
- b. Painting
- c. Landscaping Trees
- d. Driveways

### **ACC VIOLATION NOTIFICATION PROCESS**

### **RENTAL RULES**

## **SECURITY RULES AND REGULATIONS**

1. Parking
2. Motorized Bikes, Scooters & Skateboards
3. Speeding, Stop Signs & Reckless Driving

## **FEES & FINES & PENALTIES**

1. Fees
  - a. F&B Minimum
  - b. ACC Cost of Reviewing Plans
  - c. Construction Fees
  - d. Private Parties
  - e. Other Fees
2. Fines & Penalties
  - a. Non-golf Activity on Golf Course
  - b. Trash Pick-up
  - c. Driveways
  - d. Golf Disability Flag
  - e. Cart Path
  - f. Picking up after a Pet
  - g. After Hours Access - Fitness
  - h. Security & Parking
    - i. Class I
    - ii. Class II
    - iii. Class III
3. Other Violations
  - a. Level One
  - b. Level Two
  - c. Level Three
4. F&B Addendum
5. Guest Fee Chart

## **GENERAL RULES & REGULATIONS**

### **1. DINING RULES**

The General Manager, with the approval of the Board of Directors, sets the hours of operation of the various dining facilities, the dress code applicable for special functions, procedures regarding reservations, cancellation policy for special events and other operational matters.

a) **CONSUMPTION**

All food and beverages consumed on BGPOA premises must be purchased or supplied by BGPOA. Please see addendum for allowable exceptions.

b) **RESERVATIONS AND CANCELLATION POLICY**

To assist in proper purchasing and staffing, reservations are required. Last minute reservations will be accommodated after advance reservations and will be given preference over walk-ins. All members will be seated as space and staffing allows. Adhering to the reservation schedule allows the kitchen and service staff to provide the most attentive and responsive dining experience. Reservations will be held for a fifteen-minute grace period. There is a 48-hour cancellation policy for special events and 72-hour cancellation policy for banquet functions.

c) **TAKE-OUT PROCEDURES**

All orders should be placed through our food ordering team. An estimated delivery or pick-up time will be provided once your order is placed.

d) **BANQUET AND CATERING**

Members will have the opportunity to work with the Food & Beverage Team to develop individualized plans to create the special event of their choosing. Pricing is according to the menu selected and staffing needs for the event. For those who would prefer to plan their event from a suggested format, sample menus are available. A service charge of 22% will be applied to all banquet and catered affairs. The cost of the event that is for the member will count against the member's annual minimum spending requirement. Sponsored events will not count towards the minimum. Dining rooms may be open for member dining while the private function is in progress.

e) **DRESS ATTIRE**

Dress code rules apply to all members and guests. It is expected that members will advise their guests of the dress requirements. The dress code will be posted on BGPOA's Website, BGPOA's Newsletter, Calendar and by contacting BGPOA's Receptionist or Administration. Members, guests and children 13 and over are required to adhere to the dress code.

## **DRESS CODE STANDARDS BY LOCATION, TIME AND EVENT**

**Casual Attire (C)**- Shorts, dry athletic apparel, jeans (no holes) and t-shirts are permitted. No tank tops for men.

**Elegant Casual Attire (EC)– Upscale Dining:** Dressy jeans (no holes) permitted. The following are not permitted: Shorts, short sleeve collarless shirts (t-shirts), athletic apparel, tank tops, caps (for men) and open-toe shoes (for men).

**Jackets (J)** – Jacket and/or tie may be required for select holiday events.

**Footwear** – Footwear must be worn at all times in the dining rooms.

**Hats** – Hats are to be removed upon entering any of the Clubhouse dining areas except in the bar area in Chippers Sports Bar. Hats must face bill-forward when worn. Hats are allowed on the Veranda during lunch only.

### **Windows Dining Room:**

Lunch: Casual Attire (C)

Dinner: Elegant Casual Attire (EC)

Sunday Night Dinner: May through September —Casual Attire (C)

### **Grove Room & Grove Bar:**

Lunch: Casual Attire (C)

Dinner: Elegant Casual Attire (EC)

### **Chippers Sports Bar:**

Lunch: Casual Attire (C)

Dinner: Casual Attire (C)

### **Honeybell Café:**

Lunch: Casual Attire (C)

Dinner: Casual Attire (C)

**Special Events/Holidays:** Attire will vary depending upon event.

#### **f) CHILDREN**

Children are permitted in Chipper's Sports Bar and the Grove Bar with adults, but they may not sit at the bar. Children under the age of 15 are not allowed in the locker rooms unless they are playing golf with an adult. Children under 13 years of age are not permitted anywhere in the Clubhouse without an adult.

#### **g) CHARGE SLIPS**

Transaction slips must be signed for all food or drink or other purchases or charges and the member must keep his/her copy if he/she wishes to question any billing. Family members and guests must use the member's number to sign charge slips and must sign their name and print the member's name.

## **2. COMPLAINTS ABOUT EMPLOYEES**

Members shall not discipline BGPOA employees or verbally abuse employees of BGPOA or contractors engaged in performing a service for BGPOA. Member complaints regarding a BGPOA employee or a contractor, the complaint should be reported to the General Manager. The General Manager is required to maintain a record of such complaints and the action taken. No member may enter the kitchen, bar or any service area. Problems regarding the kitchen, food or service shall be reported to the General Manager.

## **3. MEMBER BEHAVIOR**

The conduct, language and habits of members and/or their guests within the Boca Grove complex and under the control of the Boca Grove Property Association shall be tempered with courtesy and respect for fellow members, BGPOA employees and employees of contractors. BGPOA members and their guests shall treat everyone with civility and in a manner that would not be offensive to a reasonable person.

## **4. ELECTION CAMPAIGN RULES APPLICABLE TO CANDIDATES AND MEMBERS**

- a. No posting, circulating, displaying, or distributing campaign material on BGPOA or POA premises.
- b. No denigrating comment of a candidate or any other member, regardless of the type of communication, signed or unsigned, is permitted.
  - Any violation by a candidate of these rules of election will be subject to termination of his/her candidacy and/or referral to the Hearing Committee. Any member (non-candidate) who violates the rules will be suspended for 30 days.
- c. Each candidate will be expected to:
  - Provide a two-minute speech to be used on BGPOA's web site
  - Attend the Candidates' Night where each candidate will make a four to five-minute presentation followed by random questions from the Nominating Committee.
  - Attend a "Meet and Greet" session where members will have the opportunity to pose questions to the individual candidates.
- d. As of July 2024, Members may host informative gatherings at their dwelling in support of a candidate(s). Buttons, t-shirts, etc. may be distributed at such gatherings so long as the message is supportive.

## **2. NO TIPPING POLICY**

BGPOA has a strict policy of no tipping. Any employee accepting a tip from a member or a guest is subject to immediate dismissal. Do not put an employee's job in jeopardy by offering a tip. Holiday seasons are the exception.

## **3. LOSS OF PROPERTY**

BGPOA is not responsible for the property of members or their guests. This includes, but is not limited to, golf clubs, golf carts, tennis racquets, items left in valet or self-parked cars, as well as anything that may be checked on BGPOA property or left in public areas.

**4. DAMAGE TO BGPOA PROPERTY**

Members must reimburse BGPOA for the cost of repairing any damage or replacing any item resulting from their actions or the actions of their family members or guests.

**5. SOLICITATIONS**

Door-to-door, in person solicitation by members or members' guests is not permitted in or on any part of the Boca Grove Complex.

**6. CELL PHONES**

The use of cell phones should not be audible to others in the Dining Rooms, Card Rooms and Curve facilities.

**7. PETS**

No pets are permitted in the indoor dining areas of the Clubhouse or at The Curve, this includes fitness, tennis, pickleball, playground, Honeybell and pool deck. Trained service animals are the exception and must be registered with the Clubhouse. All pets must be on a leash when being walked and the "pooper scooper" law (PBC Ord. No 98 Sec 4-9) must be strictly followed by all members.

Service animals must be trained to perform a service/task and may only accompany the person with a disability to whom they are trained to assist. Service animals must be kept on a leash, may not sit on a person's lap and may not be fed in the dining areas. Members and guests bringing a service animal to the club, must register with the front desk prior to arrival.

**8. SMOKING**

All Clubhouse areas are considered smoke-free. Outdoor smoking is available as designated.

**9. EXERCISING OR WALKING ON THE GOLF COURSE**

Any use of the golf course outside of its intended use is strictly prohibited, this includes all non-golfers and non-golf activity. Anyone found to be in violation of this will be subject to the appropriate actions as stated in Fees & Fines.

**10. GUESTS**

Members expecting guests to Boca Grove are required to notify security of their guests arrival. Members are responsible for all charges incurred by guests and the observance of BGPOA rules. The fees charged for a guest's use of sports facilities varies by the type of facility used, the type of guest and the time of year. There may be a limit to the number of times the same guest can use a specific amenity, please refer to the section of these rules for guest restrictions. All such fees and restrictions are determined by the General Manager, under the direction of the Board of Directors. Guests may be registered with BGPOA by calling the receptionist at 561-487-5300 or email [contact@bocagrove.org](mailto:contact@bocagrove.org)

**a. DAY GUESTS**

- a. There is no requirement to communicate Day Guests ahead of time, unless they will be using BGPOA amenities. BGPOA Management would prefer that you communicate with us about your guests in advance of their arrival.

By letting us know that you are expecting guests it allows us to welcome your guest by name and personalize their visit.

**b. HOUSE GUESTS**

- a. Any person who sleeps overnight in the Boca Raton residence of a member is considered to be a “House Guest” provided the guest’s regular residence is more than 50 miles from Boca Grove.
- b. The House Guest may use the same sports facilities the member is eligible to use and they need not be accompanied by the member, except on Saturday, Sunday and holidays.
- c. House Guests are subject to House Guest fees, which will be charged to the member’s account.
- d. House guest privileges may not extend beyond a period of 21 days in any given calendar year.
- e. House Guests are not permitted to have guests.

**c. FAMILY HOUSE GUESTS**

- a. Any family member as defined herein who sleeps overnight in the Boca Raton residence of a member is considered to be a “Family House Guest” provided the guest’s regular residence is more than 50 miles from Boca Grove. A “Family Member” is defined as a parent, child, grandchild, and their respective spouse, of a Boca Grove member.
- b. The Family House Guest may use the same sports facilities the member is eligible to use and they need not be accompanied by the member, except on Saturday, Sunday and holidays.
- c. Family House Guests are subject to Family House Guest fees, which will be charged to the member’s account.
- d. Family House Guest privileges may not extend beyond a period of 42 days in any given calendar year.
- e. Family House Guests are not permitted to have guests.

**d. FAMILY MEMBER GUESTS**

- a. A “Family Member Guest” is defined as a parent, child, grandchild, and their respective spouse, of a Boca Grove member.
- b. Family Member Guest(s) may use the facilities the member is entitled to use either with a member or unaccompanied except on Saturday, Sunday and Holidays when the member must be present.
- c. Family Member Guests are subject to Family Member Guests fees, which will be charged to the member’s account.
- d. Family Member Guests are not permitted to have guests.

**11. USE OF BGPOA FACILITIES FOR PRIVATE FUNCTIONS**

- a. BGPOA Members are permitted to sponsor a function. Sponsoring a function includes the responsibility for payment and damages to BGPOA facility.
- b. Rental fee may be required for opening BGPOA for a member function.
- c. Certain restrictions may apply with regards to space availability due to peak season and capacity levels.

**12. PRIVACY**

BGPOA Membership Rosters are for the personal use of BGPOA members. Members should not allow unauthorized use of this information and should never use this information for campaigning, soliciting or mass communication without the permission of the General Manager.

**13. OBSERVANCE OF BGPOA RULES**

All Members are expected to observe all BGPOA Rules. Members may report in writing to the General Manager when another member or guest is observed breaking the rules. Do not engage directly with the offending member. Pursuant to the resolution adopted by the BGPOA Board of Directors dated May 23, 2023, complaints by Members that another Member, another Member's guests, or other persons have broken any rules or otherwise violated the BGPOA Governing Documents ("Member Grievances") must be reported in writing to the General Manager no later than 15 days from the date of occurrence of the incident giving rise to the Member Grievance ("Reporting Period"). No Member Grievances will be accepted by the General Manager or acted upon by BGPOA if the Reporting Period has expired. Failure to observe the rules will result in a warning, fine, possible suspension and may result in other action taken by the Board of Directors including the loss of the use of BGPOA amenities and transponder with appropriate fines being charged.

**14. VIOLATION OF STATUTES AND/OR ORDINANCES**

Any violation of the Florida Statutes or of the Palm Beach County Ordinances is considered to be a violation of Boca Grove rules. Violations will be subject to customary fines and/or penalties unless otherwise stated in Boca Grove Rules & Regulations.

**15. TRASH PICK UP**

Trash is picked up every Wednesday and Saturday. Containers are to be placed curbside the night before no earlier than 5:00 pm. Retrieve your trash cans and return them to your garage before by the end of pick up day. Reminder, trash or recycle bins must not be visible from street or golf course.

The county picks up vegetation clippings, i.e., palm fronds and other landscape clippings, every Wednesday. Please refrain from placing your landscape clippings curbside until Tuesday afternoon. Containers must be stored in a walled-in area or within the Dwelling, so they are not visible from the street or from adjoining parcels at all other times.

**16. LANDSCAPING AND DEBRIS REMOVAL**

Homeowners are responsible for the maintenance of their lawns and the removal and clean up of all debris, including but not limited to grass cutting, weeding, palm fronds, tree and hedge trimming, etc. Any other landscaping debris shall be placed at the curb in front of their home not earlier than 4:00PM the day prior to the county's vegetation removal schedule.

**17. LAMP POST LIGHTS**

All residences are required to have their light pole lit from dusk to dawn and each light pole must use a hardwired timer or a photoelectric cell. BGPOA replaces the bulbs.



#### **18. EXERCISING IN COMMUNITY**

Shirts must be worn while walking, jogging, biking or while riding in a golf cart or otherwise exercising outdoors within the community.

#### **19. CHANGE OF PROPERTY OWNERSHIP**

When any transfer of a parcel into a Trust or LLC is being contemplated the owner must first contact BGPOA Office to obtain an information package containing the proper forms and procedures.

#### **20. VENDOR WORK HOURS**

Vendors are allowed to work on the premises Monday through Friday from 7:00am to 6:00pm and on Saturday from 8:00am to 5:00pm. No work is allowed on Sundays or on the following holidays: New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving and Christmas Day.. Requests for variances may be made through BGPOA Office.

#### **Boca Grove Access Program**

This program is designed to expedite access for anyone who does business in the community. This will reduce the wait times for guests at the gates, by providing vendors with a scannable card. Additionally, the program will ensure individuals who do business in the community receive a criminal background check. Anyone performing work in the community for a fee will be required to apply for an access card. This includes employees of companies who do work in the community.

- Applications must be made in person at the Powerline Gatehouse, Monday through Friday from 8:30AM until 3PM. Groups of more than 3 applicants should make an appointment by emailing [securitydispatcher@bocagrove.org](mailto:securitydispatcher@bocagrove.org), attention Officer Freeman. If a link to fill out the application online is preferable, please send an email with your first and last name along with the email address. (The link is specific to each person, i.e. one link cannot be used for multiple applications)
- Please do not park at the gatehouse. Applicants can park in the retail shopping centers and walk up to the gatehouse.
- The cost of each application is \$45/ person.
- Immigration or work status will not be checked.

#### **21. WEAPONS, FIREARMS, ETC.**

Weapons, firearms, explosives, gasoline, kerosene, naphtha, benzene, or any other articles deemed extra-hazardous to life, limb or property, regardless of a permit to carry, may not be used nor brought into any portion of the Common Areas except streets of the Community.

#### **CARD ROOM RULES**

1. All guests must be signed in, each day, by the member host or hostess with the Administrative Office during the week (Monday – Friday) or with BGPOA Receptionist on the weekends/ holidays.
2. The same guest is welcome to play without charge in the card room no more than two (2) times per week. The same guest is limited to the above regardless of how many different

members, acts as host or hostess. Should the guest exceed the two (2) times limit then the member host or hostess will be charged \$10/per visit.

3. Card tables may not be reserved.
4. Food or beverages may not be brought into the card rooms. Please see addendum for allowable exceptions.
5. Cell phones must be silenced and should not be audible to others in the room

## **MEMBER ACCOUNT PAYMENT RULES**

### **a. BILLING FOR CHARGES**

All charge slips and other fees will be billed to the member's account and a monthly statement will be sent to the member. The outstanding balance on the account is due and payable upon receipt of the statement. Accounts which are not paid on time will incur a Late Fee and will be charged interest at eighteen percent (18%) per annum. Continued delinquency will lead to suspension of a member's privileges. The General Manager and CFO are responsible for strict enforcement of the account collection procedures adopted by the Board of Directors.

### **b. POA COLLECTION PROTOCOL**

For accounts thirty (30) days past due, the POA will issue a Notice of Late Assessment that states that the member has thirty (30) days to bring their account current to avoid 3rd party collections actions (attorneys, collections agencies, etc.)

If the account is not brought current after the thirty (30) days, the POA will issue a Notice of Intent to Record a Claim of Lien that states that the account is delinquent and that the member has forty-five (45) days to bring the account current or the POA will record a Claim of Lien. The member will be charged the attorney fees and costs that the POA incurs for preparing and sending the Notice.

If the account is not brought current after the forty-five (45) days, Boca Grove will exercise its rights and will issue a Notice of Delinquent Assessment to the member that states that the POA recorded a Claim of Lien and will commence a lawsuit to foreclose the Claim of Lien if the account is not brought current within a second forty-five (45) day period. The member will be charged the attorney fees and costs that the POA incurs in preparing and recording the Claim of Lien and sending the second forty-five (45) day Notice.

### **c. DELINQUENT ACCOUNTS**

A monetary obligation owed to BGPOA shall be both delinquent and the basis for a suspension when it is more than ninety (90) days delinquent as defined by Florida Statutes Section 720.305. Members who are more than ninety (90) days delinquent in paying sums due to Boca Grove Property Owners Association, Inc. ("BGPOA") are subject to suspension as set forth in BGPOA's governing documents and Florida Statutes Chapter 720. The suspension will be approved at a BGPOA Board Meeting and BGPOA will give written notice by mail or hand delivery to the property owner and anyone residing at the property. Suspended members are not entitled to either enter onto, use or otherwise enjoy BGPOA's facilities and/or services, either in their capacity as a BGPOA member or as the guest of another BGPOA member, until such time as their account with BGPOA has been brought current and their debt to BGPOA has been paid in full. BGPOA shall have the authority to

and shall suspend a BGPOA member's ability to use a Transponder and Permanent Guest Lists when a BGPOA member's account is more than ninety (90) days delinquent.

**Suspended Account use of "Transponder"** - Only active Boca Grove Accounts are extended the convenience of utilizing Transponders. BGPOA will suspend a BGPOA member's ability to use a Transponder and Permanent Guest Lists when a BGPOA member is more than ninety (90) days delinquent.

**Suspended Account use "permanent guest lists"** – Only active Boca Grove Accounts are extended the convenience of maintaining a "Permanent Guest List". A Permanent Guest List allows guests to enter Boca Grove without the inconvenience of guests being called in by the resident for each visit. The Permanent Guest List will be unavailable to suspended accounts; therefore, all guests will have to provide ID at the Gate and be "called in" by the resident.

Furthermore, if a BGPOA member has an unpaid monetary obligation to BGPOA, the title to their Boca Grove real property is either sold or otherwise transferred, by foreclosure, deed in lieu of foreclosure, or otherwise, to another party, and the person is no longer a BGPOA member, that person is not entitled to enter onto, use or otherwise enjoy BGPOA's real property, facilities and/or services as another POA member's guest unless the former BGPOA member pays their monetary obligation to BGPOA in full.

Application of partial payments – Any payment received by the POA shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment.

## **FITNESS RULES**

### **1. FITNESS REGISTRATION FORM**

All members and guests are required to complete a general liability form before using the Fitness Center and sign in daily. To provide the best health & wellness experience, members and guests are also encouraged to complete a Health Registration Form prior to using the Fitness Center.

### **2. GENERAL POLICIES**

- a. It is the responsibility of all persons to obtain instruction on how to use the equipment prior to usage of such equipment. The equipment is only to be used in accordance with such instructions.
- b. Proper footwear and attire are required to use the Fitness Center. Shirt and shorts, or clothing designated for exercise, with proper closed toe athletic footwear, must be worn at all times to ensure comfort and safety.
- c. Food and beverages are not permitted in the exercise and fitness areas. However, consumption of water is encouraged at all times. Please see addendum for allowable exceptions.
- d. No children under the age of 10 shall be allowed in the Fitness Center. Children ages 10 – 13 shall be permitted to use Fitness Center, functional room, and aerobics room once they have completed a youth fitness certificate program in addition to DIRECT supervision by

a parent or Boca Grove personal trainer at all times. Certification classes will be held twice a month.

- e. No pets are allowed in the Fitness Center.

### **3. PERSONAL TRAINING**

- a. Members are not permitted to bring outside trainers or instructors (ie swimming, physical therapists or any private lessons.)
- b. The personal training service is provided by appointment. In order to ensure that appointments are kept in a timely manner, the member or guest is encouraged to arrive 5 to 10 minutes prior to their scheduled appointment. Appointments for personal training must be cancelled at least 24 hours in advance to avoid a full payment penalty. If a member or guest misses an appointment, it is considered a 'no show' and a full payment will automatically apply. Personal training fee is in addition to any guest fee.

### **4. GROUP EXERCISE CLASSES**

The exercise classes are designed to commence in a timely manner. Members and guests are asked to refrain from talking, or being otherwise disruptive to the other participants in the exercise class. In order to maintain the integrity of the class / group exercise, the instructor reserves the right to remove any member/guest participating in the described disruptive behavior. The use of cellphones is prohibited. There is a 24-hour cancellation policy, cancellation fee may apply to specific classes. Arriving tardy to group classes may result in no admittance to the class once it has commenced. Fees may still apply

### **5. GUEST PRIVILEGES**

- a. Members are responsible for their guests and the appropriate guest fees. A guest fee schedule is available from the Fitness Center or Administration.
- b. During season (November through April) day guests are invited to use the Fitness Center after 9:30 am.
- c. All guests must be registered with the administration and are subject to the daily guest fee and usage limitations corresponding to their category.
- d. Guests who pay a golf guest fee are not required to pay Fitness Center guest fees.

### **6. AFTER HOURS ACCESS**

- a. Members aged 18 and older are eligible to receive fingerprint access to the Fitness Facility. No guests are permitted.
- b. A liability form must be signed prior to receiving after-hours access to the fitness facility.
- c. Fingerprint access is available from 5:00am daily with extended hours until 11:00pm
- d. Only members with fingerprint access are permitted inside the Fitness Center during after-hours.
- e. **Use of equipment is at your own risk**, as The Curve will be unattended during after-hours.
- f. Boca Grove assumes no liability for any injuries or accidents that may occur.
- g. Please ensure that you follow all equipment instructions and only use the equipment if you are in proper health to do so.
- h. Proper attire, including shirts and athletic shoes, is required at all times. Sandals and flip-flops are not permitted.
- i. Food, alcohol, glass containers, smoking, and horseplay are strictly prohibited. Pets are not allowed in the facility.

- j. While The Curve is equipped with security cameras, members are responsible for their personal belongings. Boca Grove is not responsible for lost or stolen items.
- k. Please dispose of all trash properly and refrain from leaving cups or items on the equipment.

### **RACQUET CENTER RULES**

All racquet sports players must check in and register at the Racquet Center prior to commencing play. A member or guest may have to provide proper identification at sign-in. All players must use the approved entrance and exit gates at the end of each court and may not walk across a court to gain access to a court.

- a. All members playing at night must make reservations during the hours of operation of the Racquet Center. If sign-in did not occur the day of play, sign-in by telephone must be made the next day, including any guests registered.
- b. Members are responsible to register their guests and pay for any guest fees.
- c. Guests using the racquet facility must be accompanied by the sponsoring member, except as provided for under the Family Member Guest, Family House Guest and House Guest rules.
- d. Each member may invite up to three guests on one court. Family Member Guest, Family House Guest, House Guests and Family Member Guests will be charged a fee based on their respective category, and the member is responsible for all charges and observance to all rules of Boca Grove.
- e. **Guest play is allowed after 9:30 am.** If courts are available, guests may play earlier, at Pro Staff's discretion.
- f. Children of a member living in Boca Grove and under the age of 18 may have a guest free of charge after 1:00 pm, depending on court availability. All Children of members over the age of 25 years will be charged a family member guest fee.
- g. During season (November - April) Day Guests are limited to 2 visits per month during weekend and holiday prime time (before 12:00 noon). If that limit is exceeded, then a premium fee will be charged.
- h. Golf carts, Bicycles, skateboards, roller blades, roller skates, and scooters are prohibited on or around tennis or pickleball courts, walkways, green space and patio. Bicycles, skateboards and scooters must be parked in the racks provided at the front of the Curve or the parking lot to the north of the Racquet Center building.

#### **1. TENNIS RULES**

- a. Reservations for court time may be made three (3) days in advance either in person or by phone (voicemail reservations excluded) for members playing with members. Members playing with guests may only reserve time slots available one (1) day in advance of play. From November 1st through April 30, members playing with guests are not permitted to play prior to 11:00 am on Saturdays, Sundays and holidays. Each court may be reserved, both for singles or doubles, for one (1) hour and thirty (30) minutes. Names of all players are required for court reservations. Courts will be held for ten (10) minutes past the reserved time. After that, they will be made available for others to play. Each membership may reserve two courts per day as long as the same individual is not using both courts.

- b. Once individuals are off the court, they may sign up for the next available court. Playing on a court constitutes having that court reserved; i.e., Smith may not play on Jones' court at 9:00 am and have a court in their name at 10:00 am.
- c. Proper tennis attire, as determined by the professional staff, is required at all times. Approved clay court shoes are required for players. No tank tops, mid-riffs, jean shorts/denim or bathing suits are allowed.
- d. At the discretion of the GM/COO Independent Tennis Trainers are allowed to perform services at the Tennis Facility within Boca Grove.

## **2. PICKLEBALL RULES**

- a. Court reservations start at 10:00 am.
- b. Reservations made for one-hour time slot. Names of all players are required for court reservations. Courts will be held for ten (10) minutes past the reserved time. After that, they will be made available for others to play.
- c. Proper racquet attire is required. No tank tops, mid-riffs, jean shorts/denim or bathing suits. Proper footwear, tennis shoes or non-marking athletic shoes. NO FLIP FLOPS OR SANDALS. Shoes must be clear of clay or mud before using pickleball court.
- d. Pickleball paddles and balls must be returned after play is completed during Racquet Center hours. After hours, paddles and balls must be returned to Fitness.
- e. No play is allowed until the courts have been cleared by BG staff.

## **3. PADEL RULES**

- a. Players must reserve padel court time in advance through the Boca Grove online booking system or by contacting the facility's front desk. Court reservations are typically made in hourly increments.
- b. Players must cancel court reservations at least 24 hours in advance to avoid being charged a reservation fee. Failure to cancel within the specified time frame may result in a warning for the first offense, with a \$25 penalty fee applied for subsequent violations.
- c. Players are required to arrive punctually for their reserved court time. Failure to arrive within 15 minutes of the reservation will result in automatic forfeiture of the court reservation.
- d. Proper sports attire and non-marking shoes must always be worn while playing padel. Players are encouraged to wear comfortable clothing suitable for athletic activities.
- e. Only padel rackets and padel-specific balls are allowed on the courts. Players must refrain from bringing other sports equipment onto the padel courts.
- f. Players are responsible for ensuring their own safety and the safety of others while on the padel courts. Any hazardous conditions should be reported to the facility staff immediately.
- g. Respect for fellow players and adherence to fair play are essential. Players must refrain from using offensive language or engaging in unsportsmanlike conduct. Disputes should be resolved calmly and courteously.
- h. Players are expected to leave the padel court in the same condition as they found it. Trash should be disposed of properly, and all equipment used should be returned to its designated storage area.



- i. Formal instructional sessions or coaching may require prior approval from the facility management. Private lessons must be conducted by certified instructors or coaches authorized by Boca Grove.
- j. Spectators are welcome but must observe the rules and remain in designated viewing areas. They should not interfere with ongoing matches or distract players.
- k. Failure to comply with any of the padel usage rules and policies may result in temporary suspension of court privileges or other disciplinary action, as determined by Boca Grove management.

#### **4. INCLEMENT WEATHER POLICY**

- a. In the event of rain or adverse weather conditions, Boca Grove may temporarily close the padel, tennis and pickleball courts to ensure player safety and preserve court integrity.
- b. Members are advised to check the Boca Grove website, mobile app, or contact the front desk for updates on court availability during inclement weather.
- c. If the courts remain open while wet, players must exercise caution and discretion in deciding whether to use the courts.
- d. Players should avoid playing on wet courts whenever possible to prevent slipping injuries and minimize damage to the playing surface.
- e. Facility staff will assess court conditions periodically and may close the courts if deemed necessary for maintenance or safety reasons.
- f. Members are encouraged to cooperate with staff instructions and adhere to any temporary closures or restrictions imposed during inclement weather events.

### **GOLF RULES**

In order for all members and guests to enjoy their day on the course, please be mindful of the traditions of golf, a game of courtesy and etiquette. In addition, please familiarize yourself with the following rules regarding play and the use and care of the course and practice facilities. This will allow us to deliver a premier experience and for everyone to enjoy their day. Please also keep in mind that the Director of Golf, along with the Professional Staff have full autonomy and authority over these Rules.

#### **1. GENERAL RULES**

In order to track rounds played, we require all players to check in with the starter prior to play. Should time constraints not allow, we ask all players to check in with a member of the Outside Services team or Staff member on the 1<sup>st</sup> Tee.

#### **2. PRACTICE FACILITIES**

Practice balls are provided and available at the practice facilities. The presence of practice balls indicates the practice facilities are open. Practice balls are strictly for use on the practice facilities, and the use of practice balls on the golf course is strictly prohibited. Members who remove practice balls from the practice facilities shall be reported for disciplinary action.

#### **3. COURSE CLOSURES**

The golf course Superintendent shall determine if the course and practice facilities are suitable for play. All course closures and applicable course markings shall be strictly adhered to by all members and guests. In the absence of the Superintendent, the Golf Professional Staff will make the respective decision regarding course closures.

#### 4. **STARTING AND CONTINUING PLAY**

All play shall commence on the 1st Tee, unless you receive prior approval from the Golf Professional Staff or respective Golf Staff personnel managing the Tee. Should you receive approval to begin play on Hole #10, or anywhere else, **your position may not be held for you when you make the turn to Hole #1; and you must wait for any groups that are in queue on Hole #1.**

Players and groups who stop for lunch, or for an extended period of time during a round, **must surrender** their position on the course. The player or group who stops for lunch must wait for an opening before resuming play.

Since there are no tee times, the Starter will coordinate play off the 1st Tee. Singles or twosomes that show up prior to the tee opening, and are ready to play, will be given priority as they will likely play much faster than ensuing groups of three (3) or more, that may be in queue.

*Also note, the Starter does not have the discretion to force singles or twosomes into open spots/groups.*

To be considered next on the tee, all players must be present in the group and ready to play at the 1st Tee. A single may not hold your group's spot in queue.

#### 5. **DRESS CODE & ACCEPTABLE ATTIRE**

Proper golf attire must be worn at all times while playing or practicing both on the golf course and practice facilities.

The men's dress code does not allow for t-shirts, jeans, cargo shorts with bulging pockets, untucked shirts or sweatpants or fitness attire. If hats are worn, they must be worn with the bill facing forward and are not allowed inside the Clubhouse, except the Locker Room, Golf Shop, or Chipper's Sports Bar.

The women's dress code does not allow for t-shirts, halter tops, sleeveless tops without a collar and fitness attire, except for solid color yoga pants that are covered with a skirt or shorts.

Length of skirt, skort and shorts must be long enough to not see your bottom area (even if covered by under shorts) at any time, standing or bent over.

#### 6. **GOLF CARTS**

- a. All golf carts must drive with the flow of play. If you are not playing golf, carts should not be on the course;
- b. Any persons under 18 years of age must have a valid driver's license or learners permit to operate a golf cart. Persons over 18 years of age must have a valid form of government issued photo identification to operate a golf cart.
- c. All players must use a golf cart when playing prior to 2:00pm. Walking is allowed after 2:00pm. Those choosing to walk after 2:00pm, must take careful consideration to invite players and groups behind them who may be waiting to play through.
- d. All golf carts must be parked on the designated cart paths next to the green, except those designated with a disability flag.
- e. Two riders to a golf cart and no more than two carts in a group. Two singles or a twosome utilizing a BGPOA owned cart will be asked to ride together.



- f. Any member who owns their cart shall be entitled to two (2) seats, which includes the use of one (1) seat in a BGPOA owned golf cart for a spouse or guest. Any such seats over two (2) shall incur the applicable golf cart fee. Members must ride with their guests.
- g. Any person renting a domicile within Boca Grove and is a Golf Member, shall be treated and be responsible for all such golf cart fees equal to a non-golf cart owning member.
- h. All member owned golf carts must be four wheeled, electric, and body type such as: EZ-Go , Club Car, or Yamaha model, and of the color white or beige, navy, grey. Approval of any other color will be at the discretion of the Director of Golf.
- i. All member owned golf carts must be in good working order with proper sand receptacles and be presentable for use on the golf course or practice facilities.
- j. All member owned golf carts must have functioning head and tail lights.
- k. The owner of each private golf cart must turn in respective personal liability insurance and fill out the Golf Cart Liability Waiver covering damage to Boca Grove property or injury to persons resulting from the operation of the private cart on property. Also, the owner must sign this form, signifying they will be in compliance with the current golf cart rules. Once this is completed, a sticker with the corresponding year will be allocated and placed on the private cart displaying such has occurred. Member owned carts not displaying these stickers of the current year will not be allowed on the golf course. You may rent a Boca Grove owned golf cart until such time as your insurance coverage is updated.
- l. Golf carts are to follow directional signage, stay away from all roped off areas and be kept a minimum of 50 feet from the greens. Also, carts are to be kept away from greenside slopes at all times.

#### **7. DISABLED PERSON FLAG**

- a. Disabled person flags will only be provided to any person providing the Golf Staff with a state issued Disabled Person placard or license plate. Temporary Disabled Person Flags may be provided for a maximum of 30 days with a note from a doctor. The disability flag will allow them to park at the designated location at each green marked by a blue stake, which will be set no closer than fifteen (15) feet from the green.
- b. Any person without a disability flag, found not parked on the path while they are putting will be fined.
- c. Any person with a disability found not parking in the designated area or abiding by the 15-foot rule, will be given a BGPOA owned cart for the remainder of the round and will be fined stated in Fees & Fines.

#### **8. GUESTS**

- a. Members are asked to notify the Golf Professional Staff 24 hours prior to bringing a guest(s), to help ensure a premier experience for them.
- b. Members are required to check in their guests with the starter prior to play.
- c. Members are responsible for informing their guests of BGPOA policies and proper attire.
- d. Guests are required to use the locker facilities for changing attire and shoes.
- e. All charges, excluding golf shop merchandise, will be billed to the members' account unless a credit card is provided (fee may apply).
- f. Non-Family Guests are limited to twelve (12) times per calendar year (excluding BGPOA events), irrespective of which member brings the guest.
- g. There is no limit on the number of times a family guest may use the golf facilities.
- h. Unaccompanied guests may be requested with prior approval from the Golf Professional Staff, and shall pay the applicable unaccompanied fee, inclusive of cart. Nine-hole rounds do not receive a discount.
- i. **All Guest play is allowed after 9:30am and after 9:00 am Memorial Day through Labor Day**

#### **9. INCLEMENT WEATHER & RAIN POLICY**

Boca Grove uses ThorGuard Lightening Detection System. Please obey the following:

- a. One (1) long siren alert indicates a lightening threat is near and all play and practice **must** stop, and all players must seek shelter.
- b. Three (3) short siren alerts indicates an “all clear” from lightening threats and play and practice may resume.

Guest Fee refunds will be issued for all play based on the following criteria:

- Players playing less than nine (9) holes will receive a full refund for guest fees
- Players playing more than nine (9) holes will not receive a refund for guest fees

#### **10. PACE OF PLAY & FIVESOMES**

Boca Grove’s policy is that if the group behind your group is playing faster than yours and waiting, even though your group may be playing quickly, as a courtesy to fellow members, you must invite the group behind to play through. Exercising good judgement and consideration of others is paramount to enjoying the golf experience.

- Fivesomes must be requested and shall only be permitted at the discretion of the Golf Professional Staff. If permitted, fivesomes must allow groups behind to play through. Failure to do so will result in the fivesome group being broken up.

#### **11. JUNIOR GOLFERS**

Any golfer age thirteen (13) to seventeen (17) years old, who is the child of a full golf member, may use the practice facilities during open times. They may also walk and play on the golf course after 2:00pm or may play anytime using a golf cart with a valid driver’s permit or license.

A golfer who is the child of a member aged twelve (12) or under may use the practice facilities and play golf only with the accompaniment of the full golf member. Exceptions to this include any golfer participating in a junior clinic or junior event.

#### **12. WOMEN’S GOLF ASSOCIATION**

From November – April, the WGA has play days on Tuesdays at 9:00am and WGA 9-holers at 9:30am. Male golfers are not allowed to use the practice facilities until 9:30am nor play on the golf course until the WGA event has finished. In the event of a smaller field, the Professional Staff may allow male golfers, or other female members not playing in the event to play once the 1<sup>st</sup> Tee has cleared, allowing enough time so as not to interfere with the WGA event.

##### **Out of Season - Non WGA Tuesday Play Dates**

Out of season, Tuesday mornings will be reserved for women only from 8:00am – 10:00am. Men will be allowed to play after 10:00 am. The practice facilities will also have priority spacing for women until 9:30 am.

#### **13. MEN’S GOLF ASSOCIATION**

From November – April, the MGA has play days on various Saturdays at 9:00am. All female golfers are not allowed to use the practice facilities until 9:30am nor play on the golf course until the MGA event has finished. In the event of a smaller field, the Professional Staff may allow female golfers, or other male members not playing in the event to play once the 1<sup>st</sup> Tee has cleared, allowing enough time so as not to interfere with the MGA event.

##### **In Season & Out of Season - Non MGA Saturday Play Dates**

Both in season and out of season when there is not an MGA event being conducted, Saturday

mornings will be reserved for men from 7:45am – 10:00am. Women will be allowed to play after 10:00 am. The practice facilities will also have priority spacing for men until 9:30 am.

#### **14. PET RESTRICTIONS**

Dogs, cats and other family pets must remain in the pet owner's golf cart and their presence should not interfere with play.

#### **15. SMOKING**

All cigar and cigarette butts must be properly disposed of.

#### **16. GOLF RULE VIOLATIONS**

To protect the integrity of the game, Boca Grove enforces all USGA rules. Infractions of these Golf Rules will should be reported to the Professional Staff and will result in the member being made aware through verbal communication of the specific violation. Repeat violations will be reported to the General Manager and may result in suspension of golf privileges.

### **POOL RULES**

1. Reservations are required for cabanas and pool chairs on Friday, Saturday, Sunday and all holidays. Food & beverage minimum may apply. Reservations are not made past 1:00 pm. All no show reservations will be released by 1:00 pm and those not cancelled in advance will be subject to charges for the full amount of the reservation.
  - a. Cabanas and lounge chair reservations may be made up to 30 days in advance.
  - b. One cabana reservation may be made per family per calendar week, i.e. Monday - Sunday (rental fees apply)
  - c. Up to four chairs per family per week. (i.e. 4 chairs per one day or , 1 chair for 4 days, etc.) Weeks run Monday through Sunday.
  - d. Open chairs and cabanas will become available to those on the wait-list 48 hours in advance. Preference will be given to families with no other rentals that week. Otherwise, chairs and cabanas will be on a first come, first served basis.
2. Designated "adults only" area means no persons under the age of 21
3. Family Member Guests, House Guests and Family House Guests do not need to be accompanied by a member.
4. All other guests must be accompanied by a member and no guest may bring a guest.
5. Individuals use the pool at their own risk. No lifeguards are provided. Cover-ups and footwear must be worn to enter and leave the pool area.
6. Persons who leave the pool area for over thirty (30) minutes must relinquish lounges or chairs by removing all towels and personal belongings. Reserving of chairs for persons absent from the pool area is prohibited.
7. All persons using the pool furniture are required to cover the furniture with a towel when using suntan lotion. Pool furniture may not be removed from the pool area.
8. Running, ball playing, noisy or hazardous activity will not be permitted in the pool area. Pushing, dunking, diving and dangerous games are prohibited. Out of consideration for others, volume of radios and recorders must be kept at a reasonable noise level.
9. No eating or drinking in the pool, hot tub, splash pad or playground
10. No glass is permitted at the Curve, this includes playground, Honeybell, pool desk, splash pad and basketball court.

11. A child under the age of thirteen (13) shall not enter the pool unless accompanied by an adult. No children under the age of thirteen (13) shall be permitted to use the hot tub without adult supervision. Children under the age of five (5) are not permitted in the hot tub. Toddlers and babies who are not toilet trained must wear bathing suits and "swimmies/water resistant diapers."
12. No smoking permitted on The Curve property, this includes fitness, tennis, pickleball, playground, pool deck, Honeybell and basketball court.
13. Private pool parties
  - a. No Private Pool Parties will be allowed on Holiday Weekends.
  - b. No Private Pool Party can "piggyback" on a BGPOA sponsored Pool Party.
  - c. When a private pool party is scheduled, the member sponsoring the party will be required to hire the appropriate number of lifeguards per children. If the member will be using a jumbo slide, an attendant for the slide, provided by the vendor must also be present.
14. All food and beverages consumed at the pool must be purchased or supplied by Boca Grove. Please see addendum for allowable exceptions.
15. No bikes, scooters, skateboards, etc., permitted on the pool deck, playground or basketball court.
16. No pets permitted on pool deck or playground
17. Changing of diapers must be done in the restroom only
18. Proper swim attire required - All members and guests must have on acceptable attire intended for swimming. The type of swimwear is up to the discretion of the individual based on approved styles. This is a diverse community with different ideas of modesty and we ask that everyone is appropriately covered at all times

### **COLD PLUNGE RULES**

1. Do not use the cold plunge if you have cardiovascular conditions, high blood pressure, respiratory problems, or other serious health issues.
2. Pregnant individuals should consult with their healthcare provider before using the cold plunge.
3. If you feel lightheaded, dizzy, or experience any discomfort, exit the cold plunge immediately.
4. Limit your time in the cold plunge to no more than 5 minutes per session.
5. Shower thoroughly before entering the cold plunge to remove any lotions, oils, or dirt.
6. Swimwear is required; no street clothes or shoes allowed.
7. No diving, jumping, or horseplay is permitted in the cold plunge area. Keep noise to a minimum to ensure a relaxing environment for all users.
8. Children under 13 years must have adult supervision
9. One person (1) occupancy at a time per plunge
10. Children under the age 5 are not permitted in the cold plunge.
11. Members must follow staff instructions and posted guidelines at all times.
12. Do not bring food, drinks, glass containers, or electronic devices into the cold plunge area.
13. By using the cold plunge, members acknowledge they have read and understood the rules and assume all risks associated with its use.

### **GT SWARM RULES**

1. Children under 12 years old must be accompanied by an adult.
2. No Wet Clothes. Shoes Required
3. Keep volume to a minimum
4. Please clean up the area after use and throw trash away. Return equipment to where you found it
5. No outside food is allowed
6. No glass bottles
7. Do not throw things at each other
8. Maximum Capacity: 20 persons

### **THE HIVE RULES**

1. The Hive childcare service is a temporary (2 hours) service provided for Boca Grove members' and guest's children and grandchildren. Reservations for The Hive are highly encouraged and can be made up to 48 hrs. in advance. Fees will apply for all reservations and walk ins.
2. Member/ guest must sign all pertinent paperwork for children to engage at The Hive services.
3. Guardians must remain on BGPOA property.
4. There is a strict "No diaper changing policy". Guardians will be called to change diapers.
5. The Hive is a NUT FREE ZONE. Gum is not allowed.
6. Everyone in the Hive must wear shoes and clothes. Clothes may not be wet to enter.
7. No outside toys allowed. All Toys in The Hive must remain in The Hive.
8. Parents are not allowed to take pictures of their children or other children while in The Hive.
9. Parents whose children cry consecutively for 15 minutes will have to be picked up immediately.
10. Children are not responsible for comforting their upset siblings.
11. Temperature checks may be taken for every child upon arrival.
12. If a child registers a temperature of 100.4 that child is not permitted into The Hive.
13. If a child appears to be sick (runny nose, excessive coughing, sore throat, vomiting, skin rash or difficulty breathing etc. parents will be contacted immediately to pick up child/ children.
14. Staff is not authorized to administer and medication.
15. The Hive does not tolerate inappropriate behavior including, refusing to follow behavior guidelines, or The Hive rules, using profanity, vulgarity or obscenity, stealing or damaging personal or BGPOA property, refusal to participate in activities and/or cooperate with BGPOA staff, disrupting a program, leaving a program and or area without permission, endangering the health and safety of other children and/or staff.
16. Teasing, making fun of or bullying other campers or staff, fighting of any kind is not permitted.

### **DOG PARK RULES**

1. BGPOA Dog Park is for Boca Grove residents, their guests and dogs. Guests must be preregistered with BGPOA.
2. BGPOA Dog Park in an unsupervised facility and use of the facility is at user's own risk. Owners are responsible for their dogs and any related damages or injuries.

3. Hours are Sunrise to Sunset unless otherwise determined by Management or BGPOA Board or Directors.
4. RESERVED TIMES
  - a. Small Dogs, under 25 pounds, are 3pm-4pm | Large Dogs, over 25 pounds, are 4pm-5pm
  - b. Any other time slot is available to dogs of all sizes.
5. Dogs must:
  - a. Wear a collar or other substantial secure device to clearly display ID tag.
  - b. Have current rabies and applicable licenses tags clipped to their collars at all times.
  - c. Have up-to-date vaccinations prior to entering the dog park. Owners should keep a copy of current shot records on hand for police and/or animal control officers.
6. Prohibited in Dog Park:
  - a. Dogs with aggressive behavior
  - b. Dogs in heat
  - c. Dogs that are sick or have contagious conditions
  - d. Dogs under four months of age
  - e. Children under 13 years of age, unless supervised by an adult
  - f. More than 3 dogs per handler
  - g. Animals other than dogs
7. Dog Owners/ Handlers Responsibilities:
  - a. Immediately remove dog from the park if it acts in an aggressive or unruly manner.
  - b. Remove dog from park if it barks persistently
  - c. All owners must pick up after their pet and properly dispose of waste. Failure to do so will result in a fine.
  - d. Immediately stop their dog from digging. If digging occurs, owner is responsible for repair fees of the turf and all that that implies.
  - e. Remain in the dog park with their dogs and closely monitor their dogs and children at all times.
  - f. Have their dogs leashed until they are within the fenced-in dog park, before exiting the dog park, and at all times outside the dog park. Once unleashed, dog owners/handlers should be able to quickly leash and remove their dog from the premises.
  - g. Be responsible legally and financially for any injuries or damages caused by their dog.
  - h. Do not give treats to any dog without the owner's permission.

#### **ARCHITECTURAL CONTROL COMMITTEE (ACC):**

##### **1. ACC PURPOSE:**

The purpose of Boca's Grove Architectural Control Committee (ACC) as defined in the Amended Declaration of Protective Covenants and Restrictions for Boca Grove Property Owner's Association ("Covenants") is to preserve the values and appearance of Boca Grove.

##### **2. AREAS OF RESPONSIBILITY:**

The ACC's primary areas of responsibility include but are not limited to residential homes and their properties, alterations, modifications, and renovations. The ACC is also charged



with the responsibility to ensure that the maintenance of all residential property visible from the streets, Golf Course and Common Areas meets the requirements and standards of the ACC. However, the ACC has no purview over neighbor-to-neighbor issues i.e. adjoining lot lines, shared hedges, overhanging trees, etc. The ACC also ensures that the Boca Grove entrances are maintained to meet the ACC standards at all times.

### **3. ACC POLICIES:**

- a. It is the Owner's/Builder's responsibility to ensure that a construction site on a lot is always safe and secure.
- b. In the event a severe storm or hurricane warning is issued for Palm Beach County, the construction sites shall be inspected and secured by the builder with belts and/or suspenders to prevent any loose building material from being blown from the lot.
- c. The Builder, the subcontractors and suppliers shall not erect any signs except for a permit box as required by Palm Beach County.
- d. All renovation/construction materials, vehicles, equipment, supplies, temporary facilities, and construction activities must be contained entirely within the lot. All dumpsters must be covered at the end of each working day and when the container becomes full it must be removed. No trailers may be left on property overnight.
- e. The lot and improvements must be kept in good repair and secured, including but not limited to pool areas. Lawns and shrubs must be maintained and irrigated.
- f. All construction sites are required to have a Concrete Washout container when washing out concrete at construction sites. Failure to comply will result in a construction fine of \$100 (see construction fees).
- g. Port-O-Potty: Are not to be visible from the street or golf course. Homeowners, when doing renovations, who do not have a construction fence in place, must require their contractors to cover the Port-O-Potty's being used for their workers. Homes that are not on the golf course may have the port-o-potty located in the back of the home. Homes on the golf course must provide screen / coverage by a fence around the port-o-potty.
- h. PODS: Any POD staying on a property for more than five days is required to screen / cover their property with a fence as if it were a construction site.
- i. Water drains where construction is present is to be screened / covered to avoid any property damage.
- j. Sidewalks: Any damage done during construction to the sidewalk of a construction site will be the responsibility of the homeowner to fix.

Trailers: No trailers are allowed on property overnight unless prior written approval from the ACC is granted.

### **4. HOMEOWNERS PROCEDURES FOR EXTERIOR CHANGES AND RENOVATIONS/ADDITIONS**

All submittal information and applications on ACC forms must be submitted for approval in their entirety before the request can be considered. Applications may be obtained by contacting the BGPOA office at 487-5300 x200 or email [acc@bocagrove.org](mailto:acc@bocagrove.org).

All alterations, additions or changes to any property in the 247 homes within Boca Grove which are not regulated by a sub-association (i.e. a condominium association or a homeowner association other than BGPOA) must be approved by the ACC. For those homes included in and

governed by a Sub association approval must be first obtained and thereafter a BGPOA ACC application shall be submitted for review and approval by the committee.

The required submittal shall include a completed application which shall be delivered or emailed to BGPOA office. Please visit the POA section of the BGPOA website or contact the BGPOA office for an application with details.

**Cost of reviewing plans:** Exterior renovations/additions/pergola and landscaping plans submitted will be reviewed by the ACC's architect. The cost of this review will be passed on to the owner of the lot. Cost will be based on the architect's hourly rate. Please see fees for the cost of reviewing plans and their specifications.

The ACC will respond to a request for approval within thirty (30) days from the time that all such plans and specification and other required items are delivered to the ACC. Members attending an ACC meeting to present their property will be given 10 minutes to present their project.

## 5. STRUCTURES

Holiday structures and lighting may be installed, displayed, erected or assembled and playhouses, treehouses or structures of a similar kind and nature may be constructed with the written permission of the ACC. General guidelines for uninhabitable structures are as follows:

- a. **Garages:** Each home must have enclosed garage space adequate to store two standard size automobiles.
- b. **Third Level:** No inhabitable structures over two stories.
- c. **Pergolas:** Plans must be submitted
  - i. Shall be constructed in accordance with the permit issued by Palm Beach County Building Department. Permit must be submitted to the POA office before commencing the project
  - ii. Setback minimum of 7.5 feet from rear lot line.
  - iii. Submit rendering
  - iv. Submit pergola material and color.
  - v. Submit site plan with proposed location and property survey

## 6. ARCHITECTURAL CONTROL COMMITTEE REVIEW:

The ACC, in consultation with a licensed professional, reviews the Application and the required Submittal Material (plans and specifications, etc.) submitted to determine if the proposed modifications/alterations/improvements complies with the Covenants and the ACC Rules, and to determine if the proposed modifications/alterations/improvements conform in appearance with the Standards and Policy set forth in the Covenants and the ACC Rules.

ACC approval is based only upon the aesthetics of the owners proposed changes. The approval should not be taken as any certification as to the construction worthiness, structural integrity, legal compliance, or the like of the change the owner proposed. The owner is responsible for contacting the appropriate Utility Companies before any digging.

The ACC reserves the right to inspect all changes upon completion to ensure compliance with the original request. If the original plans change in any material way, the owner must submit another request for approval showing these changes. Owners will be notified of any



non-compliance additional ACC requirements or approval by the ACC. Owners are required to correct any deficiencies the ACC notifies them within 21 days.

Owner must comply with all local building codes and setback requirements when making any changes. A building permit application may be obtained at the Palm Beach County Building County Building Department or on their web site.

## **7. LIMITATION OF RESPONSIBILITIES:**

The ACC does not and shall not review nor assumes any responsibility for the following:

- a. The structural adequacy, capacity, or safety features of the proposed changes/modifications/alterations/improvements in any matter whatsoever.
- b. Whether or not the location of the proposed modification/alteration on the building site is free of possible hazards from flooding, or from any other possible hazard whether caused by conditions occurring either on or off the property.
- c. Soil erosion, uncompact-able, or unstable soil conditions.
- d. Mechanical, electrical, or any other technical design requirements for a proposed project.
- e. Compliance with any and all building codes and safety requirements, or governmental laws, regulation codes or ordinances.
- f. The presence of any utilities.
- g. Performance or quality of work of any contractor.

An approval granted by the ACC will expire sixty (60) days from the date of approval unless the work has been commenced or the owner has given notice and reason to the ACC that a delay has occurred and the ACC consents in writing to the length of the extension.

The owner understands that the ACC approval of the requested changes does not at any time waive the responsibility for owner to obtain or in any way substitute for a mandatory building permit from the proper governmental authorities, nor does it in any way guarantee the workmanship or quality of the requested work.

## **LANDSCAPING**

**Specific Planting Requirements:** Ficus hedges and Ficus trees are not an approved specimen for either the residential or corporation property at Boca Grove. To clarify, members are not required to remove their current Ficus plants. Moving forward, the planting of new Ficus hedges and/or trees is prohibited. If you need to replace one or two Ficus plants, you may do so, but the planting of new Ficus hedges and Ficus trees are no longer allowed.

### **1. LANDSCAPE PLANS**

#### **a. Complete Renovations**

Landscape plan prepared by a licensed Landscape Architect must be submitted no later than 30 days prior to installation. ACC approval of such plans is required prior to installation. Such plans shall comply with the following:

- i. Landscape plans - Scale 1/8" = 1'
- ii. Plant material list including quantity, size, height, and spread of plants.
- iii. All plants must be Fla #1 or better, as described in Grades and Standards for Nursery Plants Part I & II latest edition published by the

Florida Department of Agriculture and Consumer Services.

- iv. Except as set forth in the ACC rules trees may not be cut or removed without prior ACC approval. When a tree is removed, the owner shall replace it with another tree acceptable to the ACC at that location or on another portion of the property. The ACC may approve non-replacement.
- v. 100% automatic irrigation of all planted areas from roadway throughout entire planted lot is required.
- vi. Plans must meet all other landscape requirements.
- vii. Major landscaping projects are required to submit 3D renderings of proposed changes
- viii. Applications requesting to remove/add trees and/or hedges on a shared property line will require the signature of both homeowners.
- ix. All newly proposed hedges are to start at a minimum of 7 gallons

#### **b. Partial Renovations**

Any plan that requires changing location of plant material and/ or replacing 25% of the area with shrubs, grass, perennials, etc. shall comply with the following:

- i. Plans may be drawn by a Florida Licensed Landscape Architect, Nurseryman, Nursery Stock Dealer, or Agent registered under F.S. Chapter 581.
- ii. Plans must be drawn to clearly represent the property and the proposed plantings.
- iii. Plans to include plant list, quantity, and size.
- iv. Plans must be submitted to the ACC for review and approval.
- v. Plans must meet all other landscape requirements.
- vi. Applications requesting to remove/add trees and/or hedges on a shared property line will require the signature of both homeowners.
- vii. All newly proposed hedges are to start at a minimum of 7 gallons

## **2. PLANT MATERIAL AND TREE REQUIREMENTS**

- a. Shrubs:** A variety of low-maintenance and native and flowering shrubs are encouraged. Flowers and beds are to be mulched and maintained throughout the year.
- b. Hedges:** Hedges shall be planted and maintained to form a solid visual screen. All new construction, partial or full re-landscaping projects must comply with the following guidelines:  
Height of hedges are to start at a 7-gallon minimum when providing coverage or lining the home. 15-gallon minimum when adding hedges to the rear of your home, if facing or on the golf course
- c. Ground Covers:** When used in lieu of grass in whole or part, ground covers shall be planted in a manner as to present a finished appearance with 80% coverage and 100% coverage without barren soil or mulch exposed within 6 months of planting.
- d. Turf Areas:** Lawn areas excluding the swale must be planted with certified St. Augustine or Floritam.
- e. Synthetic (grass) ("Replica Turf")** – homeowner must submit for approval:

### **Quality**

1. Replica Turf for lawn application must meet the following minimum requirements:
  - a. Face weight of at least 60 oz. per sq. yard.
  - b. Pile height of at least 1.5”.
  - c. Fiber type of polyethylene.
  - d. Natural green color blend that replicates premium natural grass look and feel.
  - e. Warranty of at least 10 years duration covering fading, fiber degradation, and streaking.
2. Turf samples in minimum size of 12” x 12” with descriptive label attached must be provided for review and approval by the Committee prior to installation.
3. Country of Origin of Replica Turf must be of United States origin with a warranty backed by US manufacturer. Copy of manufacturer warranty must be provided for review and committee approval.

### **Installation**

1. Installation of Replica Turf must meet the following minimum requirements:
  - a. Sod removal and level grading of the native soil.
  - b. Supply and install at least 3” of compacted base materials that drain well.
  - c. Seaming of turf materials with manufacturer approved synthetic turf adhesive and seam tape.
  - d. Infill with at least 2 lbs. per sq. ft. silica sand (no crumb rubber).
  - e. Professional installation by company with at least 5 years’ experience installing Replica Turf applications.

### **Warranty**

1. Installation warranty of at least 2 years duration certifying that the Replica Turf is installed to professional industry standards and in accordance to manufacturer’s specifications. Copy of warranty must be provided for review and committee approval.

### **Replica Turf Seen From The Street**

1. All Replica Turf, whether in lawn, driveway or any other area, seen from a street shall not extend beyond the edge of the sidewalk closest to the home, or where there is no sidewalk due to the presence of a driveway or other improvement, then the Replica Turf shall not extend beyond an imaginary line extending from the edges of the driveway closest to the home on either side of the sidewalk, abutting such driveway or improvement.
2. Swales shall always consist entirely of natural grass. There shall never be Replica Turf in a Swale.
3. Driveway islands shall always consist of entirely natural grass and plant materials. There shall never be Replica Turf on a driveway island.
4. Replica Turf must be swept or otherwise kept clean of leaves and other debris on a regular basis (discussion point/the reason for this is that as opposed to natural grass, leaves and debris on Replica Turf lay flat on the surface and are highlighted and the surface of the Replica Turf which is not regularly cleaned through mowing).

### **General**

Replica Turf shall not abut natural grass and must be separated by a landscape barrier approved by the Committee.

**White Gravel:** White gravel cannot be used as mulch in areas that are visible to the street or golf course.

### 3. PLANTING REQUIREMENTS

- a. **Planting Beds:** Planting beds are required to have 80% coverage at time of installation regardless of quantities shown on plan. The desired effect of planting groups is one of fullness.
- b. **Walls:** Particular attention should be given to homes with expansive areas of plain exterior wall (areas without windows, doors, detailing, etc.), especially when these elevations are visible from golf course areas, across lakes, roadways, and from neighboring homes.
- c. **Two Story Homes:** Two story structures may require taller vertical plantings (trees and palms) to break-up the mass of the building and provide privacy for neighboring properties.
- d. **Irrigation:** Automatic underground irrigation systems will be installed to provide 100% coverage of your property in addition to covering a minimum of twenty-five (25) feet of the adjacent corporation property or BGPOA Area as per the Boca Grove Documents Article III,34.
- e. **Landscape Lighting:** Landscape lighting is encouraged and shall be designed to minimize off-site glare and must be white/clear in color, colored landscape lighting will not be permitted.
- f. **Fences:** All new construction, partial or full re-landscaping projects must comply with the following guidelines as follows: Fences that are visible from the golf course and/or street must have shrubs, flowers or hedges on the outside of the fence. All residential lots that in any way are visible from the golf course, may not have a chicken wire screen, mesh fence or any other type of blocking device attached to the property 's fence unless a hedge planted on the golf course side of said fence. Fences must have plantings consisting of 18" ht. x 12" spr., plants located 18" o.c. (size is at the time of planting).

**Side Fences to Water Line:** If the property backs to a lake or water area and the fence is being replaced with a fence that runs to the water line the following requirements must be followed:

- Fencing has to be dark in color, no white fences
- Fencing must match other fencing on homeowner's property, unless they are white, then all fencing must be replaced.
- End caps that hit the water line cannot be exotic in look, unless approved by the ACC
- Severe slope into the water, the fence must be aesthetically pleasing with a step-down look and must be extended all the way to the water line.
- If fencing is replaced and goes to the water line, when water levels drop, homeowner must remove sprinkler piping from the property to the lake. Paint a dark color or replace with dark pipes.
- Homeowner must sign fence agreement with BGPOA to install such fencing.
- Fencing plan must be submitted to the ACC with topography of the land and design of fence to fit said topography.
- BGPOA can access the property and remove fencing in emergency situations at owner's expense.

- g. **Screen Enclosures:** All new construction, partial or full re-landscaping projects must comply with the following guidelines: Screen enclosures that are visible from the golf course and/or street must have shrubs, flowers, or hedges on the outside of the enclosure. Enclosures must have plants consisting of 18" ht. x 12" spr., plants located 18" o.c. (size is at time of planting).
- h. **Open and Visible Rear Properties:** Where residences have no enclosures whatsoever, the resident is required to establish and maintain a reasonable landscape plan which would include trees, bushes and shrubs as approved by ACC.

#### 4. **LANDSCAPE MAINTENANCE**

- a. **Mowing:** Recommended mowing timetable is four cuts per month from May through October; two cuts per month from November through April.
- b. **Trimming:**
  - i. **Palm trees:** All palms should be checked once a month to remove any dead fronds and those fronds touching homes. Fronds touching roofs can lead to a rodent problem.
  - ii. **Canopy trees:** All canopy trees should be trimmed at least once a year. All canopy trees over walkway and roadways should be elevated to minimum height of seven feet. Unnatural pruning such as hat racking, lollipoping or other methods that constitute "tree abuse" shall not be permitted.
  - iii. **Shrubs and Hedges:** Flowering shrubs and hedges should be trimmed, with care being taken to maintain shape and promote new bud growth. Trimming should be done three times per year.
- c. **Fertilization:**
  - Palm trees:** All palms should be fertilized three times per year (once every four months).
  - Canopy trees:** All canopy trees should be fertilized two times per year (once every six months).
- d. **Pesticides:** All turf and shrub areas should be treated on a preventative basis.
- e. **Irrigation:** Irrigation systems should be visually checked after mowing and wet checked once a month.
- f. **Mulch:** Mulching materials are used for three general purposes:
  - Retain moisture;
  - Control weeds; and
  - Improve aesthetic value

Mulch should be applied at least once per year to all shrub and tree beds. Mulch should be added to a minimum of 1 1/2" to 3" in thickness to achieve solid coverage.

#### **PROPERTY MAINTENANCE**

Each Homeowner shall maintain their property and home in good condition, appropriately painted and cleaned. Grass and shrubs shall be maintained in a healthy and neatly trimmed manner.

- a. **Pressure cleaning:** All walls, roofs, structures, driveways and walkway areas should be pressure cleaned as required to keep clear of weeds and mildew-free.
- b. **Painting:** Walls should be painted as needed and noticeable peeling and flaking is to be corrected as soon as possible.

- c. **Landscaping / Trees:** Keep trees clear from sidewalk, prevent roots from lifting sidewalk. Trees and shrubbery should not block walkways.
- d. **Driveways:** All driveways are to be clear of bikes, scooters, golf carts, toys, etc. after 10 pm

#### **ACC VIOLATION NOTIFICATION PROCESS:**

The ACC conducts routine property inspections and notifies owners of violations by letter. If the condition of the property or home is not maintained as stated above the ACC shall give written notice of the violation. The first violation letter requests that the violation be corrected within 21 days. If violation is not corrected – the ACC issues a Final letter with 10 days to comply. If the condition has not been corrected at the end of the period, the Association may have the condition corrected at owners' expense. Homes with overgrown landscaping will result in an immediate 10-day notice.

#### **RENTAL RULES**

1. In order for a homeowner to lease his/her dwelling, lessee's must complete a Designated Lessee Form and go through the membership approval process and be approved by Boca Grove Property Owner's Association. Any one unit may not be leased more than twice per any 12-month period.
2. If a lessee wishes to use BGPOA facilities, they must fill out a membership application and submit it for approval by BGPOA BEFORE the lease becomes effective. The homeowner can give use of his/her membership to the lessee, thereby taking an absolute leave from use of his/her own membership privileges during the term of the lease. The type of membership the lessee may utilize is dependent on the homeowner's membership.
3. No lessee will be permitted use of BGPOA facilities for more than twenty-four cumulative months under the term of a single lease or multiple lease agreements-regardless of the homeowner or homeowners. If lessee opts to lease more than two years, lessee will have no membership privileges as well as no guest privileges. The intent is to restrict indefinite long-term use of BGPOA facilities without the obligations and responsibilities of full membership.
4. Lease approval is dependent upon the homeowner's BGPOA and POA accounts being current and remaining so for the duration of the lease or unless approved by the Board of Directors. To circumvent any embarrassment, both the homeowner and lessee will be notified in the event an account becomes delinquent and suspension of membership is pending.
5. The owner will be responsible for all unpaid charges incurred by the lessee as if the charges were incurred by the owner.

#### **SECURITY RULES**

##### **1. PARKING**

- a. Parking on the street is not permitted where it has the potential of impeding the free accessibility of emergency vehicles such as fire, ambulance, police or Boca Grove Security.
- b. No motor vehicle of a member or of a guest shall be parked on the roadways between the hours of 11:00 pm and 7:00 am.



- c. The following parking restrictions shall apply to Mandarin Drive, Valencia Drive and Hamlin Drive, Harrow Court, Campo Florido, Afton Villa Court, Greenwood Court, Bellechasse Court, Frontenac Court:
  - i. On odd numbered days, all vehicles are required to park on the odd numbered side of the street.
  - ii. On even numbered days, all vehicles are required to park on the even numbered side of the street.
- d. Individual HOAs may have their own parking rules. If you live in or visit one of these communities, please be sure you know their specific rules. As a reminder, neighborhoods with their own HOA who own the streets include: Coventry, Islands, Los Rayos, and The Estates.
- e. Every Resident Member is urged upon observing such a violation to immediately report such violation to Boca Grove Security for its attention.
- f. Members of Boca Grove shall be responsible for any illegal parking by their guest(s), service contractors or their employees.
- g. **Special Occasion / Multiple Guest Parking:** All private functions or events which a Member/host may reasonably expect to generate required parking spaces for twenty-five (25) vehicles or more shall be required to meet the following requirements:
  - i. Notify the Office of the General Manager of the planned event or function no less than seven days prior to the date set for such.
  - ii. Use ABDI Fast Access to clear guests through Security. Prepare a list of the names of each invited guest and deliver the list to the Director of Security no less than seven days prior to the date set for the function or event. If not so listed in accordance with this rule, guests merely identifying themselves at the gate as invitees of a BGPOA member shall be denied entry unless first authorized by the member/host. This process will require individual phone calls to member/hosts from Security for each non-listed expected guest.
  - iii. Arrange for valet service no less than seven days prior to the date set for the function or event and advise the Director of Security as to the particulars and details of such arrangements including:
    - a. name, address and phone number of the valet service
    - b. number of valets retained
    - c. the exact time sequence for which the valets are expected to be on duty
  - iv. The General Manager or POA Manager shall have the authority, in exercising discretion designed to provide for the safety and convenience of BGPOA members, to require that the guest vehicles be parked in BGPOA's parking lot. In such an event, the General Manager or POA Manager shall notify the member/host of such a requirement no less than five days prior to the date set for the function or event. The member/host shall thereupon be required to provide valet shuttle service for arrivals to the function or event from the parking lot to the member/host home and for departures from the member/host home to the parking lot.
- h. No parking is allowed at any time in designated fire lanes, on public sidewalks or within 15 feet of a fire hydrant.
- i. Car covers are not permitted on residential or corporation property at any time.

- j. Homeowners, their guests, maintenance people and laborers must park off roadways when possible, otherwise park only on one side and in one direction without blocking the sidewalk

## **2. BIKES, SCOOTERS, AND SKATEBOARDS**

- a. Any motorized bike, scooter, or skateboard must be driven on the streets and not on sidewalks.
- b. Any motorized or unmotorized bike, scooter or skateboard must have reflective taping visible to drivers on the roads.
- c. According to FS 316.2065, any person under the age of 16 driving or riding a motorized or unmotorized bike or scooter must be wearing an approved helmet.
- d. No one aged 12 and under can operate a motorized bike, scooter, or skateboard within the BGPOA boundaries.

## **3. SPEEDING, STOP SIGNS, AND RECKLESS DRIVING**

- a. Speed limits, stop signs and reckless driving rules apply to all motorized vehicles including bikes, scooters, skateboards, and golf carts.
- b. Members and their guests must observe the posted speed limits. If no limits are posted in an area, the speed limit is fixed at 30 miles per hour on Boca Grove Blvd and 25 miles per hour on other local streets.
- c. Any violation of a speeding rule, imposition of fines, or suspension of transponder can not be appealed to the Board.
- d. All motorized vehicles must abide by stop signs throughout the BGPOA property.
- e. Members are responsible for any speeding violations and stop sign violations of their guests or contractors.
- f. No motorized vehicle shall be operated in a reckless manner that endangers the safety of other people.
- g. **TRAFFIC LOGIX:** Boca Grove uses Traffic Logix cameras to monitor speed. Members are responsible for violations incurred by guests. Stop at all stop signs and slow down over speed bumps.

## **4. GOLF CARTS**

- a. All golf carts utilized within the BGPOA property whether on the golf course or the streets must be registered with the golf shop, provide proof of appropriate insurance, and have a current decal attached to the cart.
- b. All golf carts must have functioning headlights and taillights.
- c. Any persons under 18 years of age must have a valid driver's license or learners permit to operate a golf cart. Persons over 18 years of age must have a valid form of government issued photo identification to operate a golf cart.
- d. The number of people in a golf cart can not exceed the available number of seats in the golf cart.
- e. No one is allowed to be sitting in the driver's lap while the golf cart is moving.
- f. No one is allowed to stand on the side or rear of a golf cart while it is being driven in the community.



## **FEES, FINES, AND PENALTIES**

***All the following fees, fines, and penalties apply to members of all classes and Activity Permittees unless stated otherwise.***

***In accordance with FS720, BGPOA is required to provide 14-day minimum notice to an owner of an intent to impose a fine or suspension of common area use rights must be in writing and must include a statement of the right to a hearing, and the hearing must be held within 90 days after issuance of the notice.***

### **1. FEES**

#### **FOOD & BEVERAGE MINIMUM**

The Food & Beverage Minimum is \$2,500 for family memberships and \$1,250 for individual memberships. The annual minimum period is from July 1 through June 30 with any unused minimum being billed in June. There is a service fee of \$125 per month for all memberships. This service fee allows management to have a more reliable cash flow allocated to staffing the various dining venues.

#### **ACC COST OF REVIEWING PLANS**

Exterior renovations/additions/pergola and landscaping plans submitted will be reviewed by the ACC's architect. The cost of this review will be passed on to the owner of the lot. Cost will be based on architect's hourly rate. Violation fee \$100 per violation.

#### **CONSTRUCTION FEES:**

- Requirements for new construction and major renovations of any property within Boca Grove.
- Dumpster deposit of \$500 for any damages to POA property, inclusive of sidewalks
- Violation fee of \$100 per violation, maximum of \$20,000 per lot. Examples include failure to properly cover dumpster and secure your project.
- Perimeter fencing is required before commencing construction. Mandatory compliance within 21 days of violation notice.
- Construction deposit \$10,000, fully refundable after project completion if no outstanding violations.

#### **PRIVATE SPACE RENTAL:**

\$1,000.00 rental fee may be required for opening BGPOA for a Member function.

#### **OTHER FEES**

Fees for use of facilities by members and guests shall be established by the General Manager and posted at the beginning of each year. These fees are subject to change at the discretion of the General Manager.

## **2. FINES AND PENALTIES**

### **USE OF GOLF COURSE FOR NON-GOLFING ACTIVITY (EXERCISING, FISHING, WALKING)**

- First offense: \$250 fine plus loss of transponder for 30 days
- Second offense: \$500 fine and 30-day suspension and loss of transponder for 30 days
- Third offense and over: Board of Directors discretion through the Hearing process.

### **TRASH PICK UP**

Fines for not abiding to curbside trash policy:

- First Offense: Warning sticker and note to file
- Second Offense: \$50
- Third Offense: \$100 + 2 Week Family Transponder Suspension
- Fourth Offense and over: Board of Directors discretion through the Hearing process.

### **FAILURE TO CLEAR DRIVEWAY AT NIGHT**

- First Offense: Verbal Warning
- Second Offense: Warning Letter
- Third Offense: Fines to be determined by the Board of Directors

### **GOLF DISABILITY FLAG**

Fines for not abiding to disability flag rule:

- 1st offense - \$50
- 2nd offense - \$50 + mandatory use of BGPOA owned cart for the remainder of the round
- 3rd offense - \$100 + 1 week suspension from use of golf facilities

### **CART PATH**

Fines for not parking on the path:

- 1st offense - \$50
- 2nd offense - \$50 + mandatory use of BGPOA owned cart for the remainder of the round
- 3rd offense - \$100 + 1 week suspension from use of golf facilities

### **FAILURE TO PICK UP AFTER A PET**

\$100 Per Incident

### **AFTER HOURS ACCESS FOR FITNESS**

Penalty for violating fitness after hours rules

- 30-day suspension of amenity use

### **SECURITY RULE VIOLATIONS**

Violations of Security Rules will result in the following fines and common area use right suspensions (including Transponders), which fines shall not exceed the statutory limit per violation.

**CLASS I: DANGEROUS/SEVERE VIOLATIONS:**

- ✓ Speeding up to 20 miles over the posted limit
- ✓ Speeding 20 or more miles over the posted limit warrants immediate 2nd Offense penalty
- ✓ Stop Sign: No Attempt
- ✓ Reckless Passing
- ✓ Reckless operation of golf cart
- ✓ Unspecified: Dangerous behavior, constituting risk of physical harm or damage
- ✓ Unlicensed golf cart driver
- ✓ Unregistered golf cart
- ✓ Golf cart over capacity
- ✓ Child sitting in driver's lap while the golf cart is moving
- ✓

First Offense: \$100

Second Offense: \$250

Third Offense: \$500 + 1 Week Family Transponder Suspension

Fourth Offense: \$1000 + 2 Week Family Transponder Suspension

**CLASS II: STANDARD VIOLATIONS:**

- ✓ Stop Sign: Rolling or incomplete stop
- ✓ Failure to follow traffic law while on golf cart, bicycle, scooter, skateboard, etc.

First Offense: Warning

Second Offense: \$50

Third Offense: \$100 + 1 Week Family Transponder Suspension

Fourth Offense: \$100 + 2 Week Family Transponder Suspension

**CLASS III: PARKING:**

- ✓ Parking Overnight (11PM - 7AM):
- ✓ Parking on Sidewalks
- ✓ Blocking Walkways, Roadways, Traffic Lanes, Property Entrances
- ✓ Parking Against the Flow of Traffic
- ✓ Trailers, Campers & Boats
- ✓ Parking in Front of a Fire Hydrant
- ✓ Parking at Designated "No Parking" areas (Inclusive of BGPOA grounds)

First Offense: Warning

Second Offense: \$25.00

Third Offense: \$25.00

Fourth Offense: \$25.00

Fifth Offense: \$50.00 + 1 Week Family Transponder Suspension

Sixth Offense: \$75.00 + 1 Week Family Transponder Suspension

Seventh Offense: \$100.00 + 2 Week Family Transponder Suspension

## **OTHER VIOLATIONS**

### **LEVEL ONE VIOLATIONS**

- ✓ Physical altercation: member or staff
- ✓ Weapons used on POA common grounds
- ✓ Willful destruction of POA common property or members property

Fine per incident in increments of \$500 ranging up to a maximum of \$25,000, and up to 1 year suspension of use of all facilities and loss of family transponders for up to 1 year for Members and Cancellation of use rights of permittee without reimbursement of payment.

### **LEVEL TWO VIOLATIONS**

- ✓ Theft over \$100
- ✓ Abuse of staff and / or member
- ✓ Interference with POA operations including but not limited to direct or indirect interference with hired contractors

Fine per incident in increments of \$500 up to \$25,000 with suspension of membership rights from 1-3 months for both members and permittees

### **LEVEL THREE VIOLATIONS**

- ✓ Failure to ride scooters/bikes in designated areas
- ✓ Failure to park scooters/bikes in designated areas
- ✓ Failure to have reflective tape or reflectors on bikes/scooters
- ✓ Walking in the middle of the road
- ✓ Improper dress in dining room and failure to leave
- ✓ Unruly children that are not monitored by adult
- ✓ Use of cell phones in prohibited areas
- ✓ Any violation of other BGPOA rules

First Offense: Warning

Second Offense: \$50.00

Third Offense: \$100.00

Fourth Offense: \$100.00 + 1 Week Family Transponder Suspension

**NOTE: BASED ON THE SEVERITY OF THE VIOLATION THE GM OR THE BOARD MAY ELECT TO IMPOSE MORE SEVERE FINES OR PENALTIES. ANY SEVERE PENALTY OR FINE IMPOSED BY THE GM CAN BE APPEALED TO THE BOARD.**

**FOOD & BEVERAGE ADDENDUM**

Allowable exceptions include:

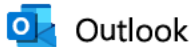
Baby Formula

Nutrition Bars

Sports Drinks

**BGPOA GUEST FEES:**

<b>FAMILY HOUSE GUEST</b> <b>No fee accompanied per area</b> <b>\$5 unaccompanied per area</b> <b>\$20 Accompanied/ Resort Fee: Parties over 8+ PPL (PP)</b> 42x per year limit	<b>HOUSE GUEST</b> <b>\$10 accompanied per area</b> <b>\$10 unaccompanied per area</b> <b>\$20 Accompanied/ Resort Fee: Parties over 8+ PPL (PP)</b> 21x per year limit
<b>FAMILY GUEST</b> <b>\$10 accompanied per area</b> <b>\$20 unaccompanied per area</b> <b>\$20 Accompanied/ Resort Fee: Parties over 8+ PPL (PP)</b> n/a limit	<b>REGULAR GUEST</b> \$20 accompanied per area \$40 unaccompanied per area \$40 Accompanied/ Resort Fee: Parties over 8+ PPL (PP) n/a limit
<b>GUEST PASS PROGRAM</b> <ul style="list-style-type: none"> <li>• All members must give administration 48 hours for card/cards to be issued for guests</li> <li>• Photographs captured of guests will be uploaded to the Jonas system (Front Desk Concierge)</li> <li>• Members assume responsibility for all guests</li> <li>• Guests are obligated to complete the check-in process</li> <li>• Guests are not permitted to bring guests</li> <li>• Guest must adhere to all rules and regulations while using any club facilities</li> </ul>	
<b>FITNESS</b> <ul style="list-style-type: none"> <li>• Guests must check-in with fitness or pool attendant</li> <li>• Fee based classes/clinics are charged at 150% member rate (i.e. Pilates \$20 for members \$30 for guest)</li> <li>• Guests are not permitted to bring guests</li> <li>• Members receive priority access to all fitness/wellness classes</li> <li>• Guests may not reserve Fitness classes prior to 24 hours in advance</li> <li>• There are no complimentary guest days</li> <li>• The guest-to-member ratio is capped at 3 to 1, with a maximum of 4 people utilizing the fitness facility</li> <li>• The first guest rate is equivalent to the accompanied fee, while the other two guests are charged the unaccompanied rate</li> <li>• November - April   Guest access is permitted after 9:30 am</li> <li>• Guests must adhere to all rules and regulations while using any club facilities</li> </ul>	
<b>RACQUETS</b> <ul style="list-style-type: none"> <li>• Guests must check-in at Racquet Center Pro Shop</li> <li>• Fee based classes/clinics are charged at 150% member rate (i.e. clinics \$25 for members \$37.50 for guest)</li> <li>• Guests are not permitted to bring guests</li> <li>• Members receive priority access</li> <li>• Guests may not reserve courts prior to 24 hours in advance</li> <li>• Complimentary guest access available on Tuesdays during the off-season.</li> <li>• The guest-to-member ratio is capped at 3 to 1, with a maximum of 4 players per court</li> <li>• Members may bring up to three guests, each subject to the accompanied guest fee</li> <li>• November - April   Guest play is permitted after 9:30 am</li> <li>• Guests must adhere to all rules and regulations while using any club facilities</li> </ul>	



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**Fwd: Upcoming Board Election: Names to Consider**

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**External Email**

[REDACTED]

From: **Jim Perilstein** [REDACTED]  
Date: Monday, January 6, 2025  
Subject: Upcoming Board Election: Names to Consider  
To:

To my Boca Grove friends:

At the upcoming Annual Meeting I will be retiring after serving 7 years on the Board. It was a wonderful experience, and it was a pleasure representing the entire community in the decision-making process that led to so many positive changes, from the conversion to a POA, One Membership and, obviously, the successful building of The Curve. Having been Treasurer for 4 years, and an Executive Committee member, I have a pretty good knowledge of the needs of the overall community, especially if we are to continue to be the Boca Grove that we all love and enjoy. That said, what follows is my opinion as a member of the community and doesn't represent the views of the Board or any other member.

One of the significant changes to our community over the past few years has been the growth of the non-secular community. While this has led to the addition of some dynamic, engaged members, it has also led to changes to our operations the Board felt were necessary and appropriate. I was fully engaged in the changes that allowed all members to participate in the life of the Club. It was the right thing to do and, as a

[REDACTED]

result, we have altered many of our rules, regulations and dietary models to help bind ourselves to others in a way that creates a strong community. Has it helped create a stronger community? Some would say absolutely, and some would say no.

Perhaps it's time to settle in for a while and allow the community to come together where we currently reside. That is not to say that common sense changes that help the entire community should not be embraced. Any change that can benefit all of us should be welcomed.

To move in that direction requires a Board that represents the majority of our members while still valuing and giving voice to members in the minority. While all of those who chose to run for the Board should be applauded and appreciated for their willingness to accept a pretty thankless, though rewarding position, there are a few who may especially deserve your consideration as we look to the future.

The three candidates I believe can best do that are:

Brandon Rippo, who I have served with these past 3 years and who has been an outstanding representative of the membership, a fully engaged Vice President this year, and who, I believe, is entitled by accomplishment and dedication, to be reelected.

Larry Cohen, who I served with in his past term on the Board and who sometimes represented a differing view than mine, something necessary on a Board where a variety of viewpoints need to be heard, but who always voiced an opinion of what he believed was in the best interests of the community.

Donna Hattanbach Wolfe would be a wonderful new Board member as she is a fully engaged member, working as a member of the ACC Committee, and participating in all the sports and social activities the Club offers. One can always see her engaged with a wide range of members, listening to them, and offering her point of view. Her background; financial, organizational, leadership skills and her ability to build consensus through collaboration would be valued traits for a Board member.

While all the candidates for this year's Board have outstanding backgrounds and are worthy of your consideration, these three, in my view, are best suited to help the current Board members move us into the future.

As I said at the beginning, it has been a wonderful 7+ years serving on the Board and representing all of you. Thanks for giving me the opportunity to represent you.

Most sincerely,

Jim Perilstein



Please feel free to forward this to any member of Boca Grove that you believe would find it useful.

CFN 20210590931  
OR BK 33177 PG 1515  
RECORDED 12/30/2021 13:42:28  
Palm Beach County, Florida  
AMT  
Joseph Abruzzo  
Clerk  
Pgs 1515-1611; (97Pgs)

**This Instrument Prepared By:**  
**Michelle F. Tanzer, Esquire**  
**Nelson Mullins Riley & Scarborough LLP**  
**1905 NW Corporate Blvd., Suite 310**  
**Boca Raton, Florida 33431**

**FIRST AMENDED AND RESTATED  
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS**

**FOR**

**BOCA GROVE  
("DECLARATION")**

***EFFECTIVE AS OF JANURY 1, 2022***

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**FIRST AMENDED AND RESTATED**  
**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS**  
**FOR**  
**BOCA GROVE**  
**(“DECLARATION”)**

**ARTICLE I.**  
**DEFINITIONS**

The following words and phrases when used in this Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

Section 1.1. “ACC Rules” has the meaning given to such term in Section 4.5.

Section 1.2. “Annual Transitional Assessments” has the meaning given to such term in Section 13.1(B).

Section 1.3. “Approval” has the meaning given to such term in Section 7.1(B).

Section 1.4. “Approved Person” means a person approved by BGPOA for occupancy of a Dwelling Unit and use of the Common Property in accordance with the Documents.

Section 1.5. “Articles” means the Articles of Incorporation of BGPOA, a copy of which is attached hereto as Exhibit C.

Section 1.6. “Association” means a Florida corporation not-for-profit (a) responsible for operating one or more condominiums or homeowner associations which have been or may be created in Boca Grove, or (b) responsible for certain duties relating for a particular portion of Boca Grove as may be referred to in the Documents and therein designated as such an association.

Section 1.7. “BGPOA” means Boca Grove Property Owner’s Association, Inc., a Florida corporation not-for-profit, which was formerly known as Boca Grove Plantation Property Owner’s Association, Inc.

Section 1.8. “BGPOA Rules” means the rules and regulations promulgated and imposed by the Board with respect to the Common Property and/or Residential Property as they may be amended, restated or supplemented from time to time.

Section 1.9. “Board” or “Board of Directors” means the Board of Directors of BGPOA.

Section 1.10. “Boca Grove” means the residential community currently known as Boca Grove and formerly known as Boca Grove Plantation, which is submitted to the terms of this Declaration.

Section 1.11. “Boundary Wall” has the meaning given to such term in Section 5.4.

Section 1.12. “Builder” means a Lot Owner which has been identified as such, all as set forth in an instrument recorded amongst the Public Records of the County.

Section 1.13. “Builder’s Program” has the meaning given to such term in Section 9.7.

Section 1.14. “Builder’s Rules” has the meaning given to such term in Section 3.1(A)(2)(b).

Section 1.15. “By-Laws” means the By-Laws of BGPOA, a copy of which is attached hereto as Exhibit D.

Section 1.16. “Capital Budget for Golf Property” means the total anticipated Capital Expenses for Golf Property for each fiscal year set forth in a budget adopted by the Board not later than thirty (30) days prior to the first day of the fiscal year for which the budget is to be adopted.

Section 1.17. “Capital Expenses for Golf Property” mean those expenses which are incurred by BGPOA in order to construct new or additional facilities located on the Golf Property not existing as of the Effective Date; provided however, from and after the date on which there are no Members with Grandfathered Status, any such expenses may be classified as Common Expenses when determined appropriate by the Board.

Section 1.18. “Certificate of Approval has the meaning given to such term in Section 7.1(B).

Section 1.19. “Committee” or “Architectural Control Committee” means the Architectural Control Committee of BGPOA established in accordance with Section 4.1.

Section 1.20. “Common Assessments” means all assessments levied by BGPOA for Common Expenses.

Section 1.21. “Common Budget” means a budget setting forth the total anticipated Common Expenses for each fiscal year and total anticipated revenue of BGPOA.

Section 1.22. “Common Expenses” means the expenses for which Owners are liable to BGPOA as described in this Declaration and in any other of the Documents, and includes, but is not limited to, the costs and expenses incurred by BGPOA in administering, operating, managing, maintaining, repairing, and insuring the Common Property, or portions thereof and improvements thereon and costs of carrying out the powers and duties of BGPOA including, but not limited to, all amounts due from BGPOA to a Communications Company, and expenses specifically hereafter referred to in this Declaration as “Common Expenses” or designated as “Common Expenses” by the Board.

Section 1.23. “Common Property” means collectively such portions of the Nonresidential Property as are dedicated to BGPOA in the Plat or a Replat or conveyed to BGPOA, and specifically includes Tracts P, Q, R and S of Boca Grove and private roadways as shown on the Plat, as well as the Country Club Area.

Section 1.24. "Communications Company" means a cable television, Internet, voice telephone and/or other communication and data transmission services company or other entity providing such services to Boca Grove.

Section 1.25. "Condominium Documents" means the documents by which any portion of the Property is submitted to the condominium form of ownership.

Section 1.26. "Condominium Property" means all of the property submitted to the condominium form of ownership pursuant to Condominium Documents.

Section 1.27. "Contributing Unit" means each Dwelling Unit and each Lot on which a Dwelling Unit is not constructed as of the date of the applicable calculation. In the event any structure constituting or containing Contributing Units is destroyed or demolished, the number of Contributing Units shall remain the same. However, if a replacement structure is thereafter constructed on the Lot which contains a different number of Dwelling Units and a certificate of occupancy is issued for such structure, then the number of Contributing Units shall be increased or decreased, as applicable, to equal the number of Dwelling Units for which a certificate of occupancy is issued.

Section 1.28. "Contributing Unit Owner" means the Owner of the applicable Contributing Unit.

Section 1.29. "Country Club Area" means collectively the Recreation Area and the Golf Property.

Section 1.30. "Country Club Purposes" has the meaning given to such term in Section 3.1(B)(3).

Section 1.31. "County" means Palm Beach County, Florida.

Section 1.32. "Declaration" means this instrument and any and all amendments hereto.

Section 1.33. "Defaulting Association" has the meaning given to such term in Section 6.1.

Section 1.34. "Defaulting Owner" has the meaning given to such term in Section 6.1.

Section 1.35. "Designation" has the meaning given to such term in Section 7.7(A).

Section 1.36. "Documents" means in the aggregate the Plat, all Replats, this Declaration, all Replat Declarations, the Articles, the By-Laws, the ACC Rules, the BGPOA Rules and the Builder's Rules and all of the instruments and documents referred to therein or referred to herein, each as they may be amended, restated or supplemented from time to time.

Section 1.37. "Drainage Facilities" has the meaning given to such term in Section 3.1(D).

Section 1.38. "Dwelling Unit" means any residential dwelling unit intended as an abode for one family constructed in Boca Grove including, without limitation, a detached single-family home, an attached or detached patio home, an attached townhouse dwelling, an attached duplex or

other multiplex dwelling, or any apartment-type unit contained in any multi-unit, multi-story, residential building regardless of whether any of the foregoing are subject to fee simple, cooperative, condominium, rental or other forms of ownership and possession.

Section 1.39. "Dwelling Unit Owner" means the owner or owners of the fee simple title to a Dwelling Unit.

Section 1.40. "Effective Date" means the date this Declaration is recorded in the Official Public Records of the County.

Section 1.41. "Enclosed Floor Area" has the meaning given to such term in Section 3.3(A)(19).

Section 1.42. "Family" means the Approved Person's spouse (or spousal equivalent living with an Approved Person as a single housekeeping unit who has been designated in writing by the Approved Person in accordance with any applicable BGPOA Rules), the children and grandchildren under the age of twenty-five (25) years of the Approved Person and Approved Person's spouse (or spousal equivalent living with the Approved Person as a single housekeeping unit), and their parents.

Amended 1.42  
January 2024  
see amendments

Section 1.43. "Fees" has the meaning given to such term in Section 9.6.

Section 1.44. "Final Plans" has the meaning given to such term in Section 4.3(C).

Section 1.45. "Former Club" means Boca Grove Golf and Tennis Club, Inc., a Florida corporation not-for-profit, which merged into BGPOA as of the Effective Date.

Section 1.46. "Foundation Plan" has the meaning given to such term in Section 4.3(C).

Section 1.47. "Golf Course" means Tracts G, H, J, K, L, M and N on the Plat of Boca Grove which are designated for Golf Course purposes on the Plat.

Section 1.48. "Golf Member of the Former Club" means a person who held a Golf Membership in the Former Club in accordance with the governing documents of the Former Club as of the Effective Date.

Section 1.49. "Golf Property" means the Golf Course, golf practice facilities and improvements related to such facilities located within the Country Club Area.

Section 1.50. "Improvement" means an improvement or structure of any kind within the Property, including, without limitation, any building, wall, fence, swimming pool, patio, tennis court, or screen enclosure or screening of any type, sewer, drain, disposal system, driveway, sidewalk, decorative building, planting, landscaping, landscape device or object or any and all other types of structures or improvements, whether or not the purpose thereof is purely decorative or otherwise.

Section 1.51. "Individual Expenses" means the amount of Fees owed by the Member to BGPOA for the billing period as determined from time to time by the Board.

Section 1.52. "Individual Unit Common Assessment" has the meaning given to such term in Section 11.1.

Section 1.53. "Institutional Mortgagee" means (a) any leading institution having a first mortgage lien upon a Lot or Dwelling Unit including any of the following institutions: a federal or state savings and loan or building and loan association, or commercial bank doing business in the State of Florida, or bank or real estate investment trust, or mortgage banking company or any subsidiary thereof doing business in the State of Florida; or (b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Lot or Dwelling Unit; (c) any pension or profit-sharing funds qualified under the Internal Revenue Code; or (d) any and all investing or lending Institutions, or the successors and assigns of such lenders which have loaned money to BGPOA and which hold a mortgage upon any portion of the Property securing such a loan; or (e) such other lenders as BGPOA shall hereafter approve in writing which have acquired a mortgage upon a Lot or Dwelling Unit; or (f) a life insurance company doing business in the State of Florida.

Section 1.54. "Land Use Plan" has the meaning given to such term in Section 2.1.

Section 1.55. "Landscape Plan" means a landscaping plan for each Lot to be submitted to the Committee in accordance with Section 3.3(B)(35).

Section 1.56. "Lot" means each of the Lots in the Plat recorded in Plat Book 43, Page 179, the Plat of Island in the Grove, recorded in Plat Book 60, Page 178, and Page 160, upon which a Residence may be constructed.

Section 1.57. "Lot Owner" means the owner or owners of the fee simple title to a Lot.

Section 1.58. "Member" means a member of BGPOA in accordance with the Articles, Bylaws and this Declaration; provided however, no Owner shall be deemed a Member until all applicable assessments and other financial obligations then due from such Owner have been paid to BGPOA. References to Member in this Declaration include Members with Grandfathered Status unless specifically provided otherwise.

Section 1.59. "Member with Grandfathered Status" means a Member of BGPOA who was Social Member of the Former Club as of the Effective Date and has not relinquished such status in accordance with this Declaration. For clarity, if a Member with Grandfathered Status ceases to own the Dwelling Unit owned as of the Effective Date, such Member shall have permanently relinquished such status regardless of whether such Member thereafter acquires the same or any other Dwelling Unit.

Section 1.60. "Membership" means a membership in BGPOA in accordance with the Articles and this Declaration.

Section 1.61. "Membership Initiation Assessment" means the amount payable to BGPOA in order to acquire a Membership, as determined by the Board from time to time in accordance with the By-Laws. As of the Effective Date, the amount previously paid to the Former

Club to become a Golf Member of the Former Club shall be deemed to have been paid by the applicable Member to BGPOA as of the date of such prior payment. Further, to the extent any Members with Grandfathered Status remain, the amount previously paid to the Former Club to become a Social Member of the Former Club shall be deemed to have been paid by the applicable Member to BGPOA as of the date of such prior payment.

Section 1.62. "Mining Activity" means mining, quarrying or drilling for minerals, oils, gas, water or otherwise.

Section 1.63. "New Contributing Unit" has the meaning given to such term in Section 10.2.

Section 1.64. "New Member" has the meaning given to such term in Section 13.2.

Section 1.65. "Nonresidential Property" means the portions of Boca Grove which are designated in this Declaration, a Replat, or a Replat Declaration to be used or maintained for purposes other than having Dwelling Units constructed there on and, where the context so requires any Improvements contained thereon.

Section 1.66. "Notice" has the meaning given to such term in Section 7.1(A).

Section 1.67. "Offering" has the meaning given to such term in Section 7.1(A).

Section 1.68. "Offeror" has the meaning given to such term in Section 7.1(A).

Section 1.69. "Owners" means all Dwelling Unit Owners and all Lot Owners, collectively.

Section 1.70. "Participant" means a builder approved by BGPOA for participation in the Builder's Program, as further described in Section 9.7.

Section 1.71. "Plat" means the instrument entitled BOCA GROVE PLANTATION as recorded in Plat Book 43, Page 179 of the Public Records of the County, a copy of which is attached hereto as Exhibit B and made a part hereof.

Section 1.72. "Preliminary Plans" has the meaning given to such term in Section 4.3(B).

Section 1.73. "Property" means the real property legally described on Exhibit A attached hereto and made a part hereof.

Section 1.74. "P.U.D." has the meaning given to such term in Section 2.1.

Section 1.75. "Recreation Area" means Tracts E and F on the Plat of Boca Grove which are designated for recreation purposes on the Plat.

Section 1.76. "Replat" means an instrument filed of record in the Public Records of the County in the manner required by law.



Section 1.77. "Replat Declaration" means a document containing a declaration of covenants, restrictions and conditions and any supplements or amendments thereto which may be recorded amongst the Public Records of the County with respect and applicable to a portion of Boca Grove which is included in a particular Replat or Replats or a portion thereof.

Section 1.78. "Reserves" has the meaning given to such term in Section 12.11.

Section 1.79. "Residence" means a Dwelling Unit constructed upon any Lot or Lots.

Section 1.80. "Residential Property" means the Lots and any portion of the Property so designated in this Declaration or an amendment to this Declaration and collectively, all those portions of the Property upon which Dwelling Units may be constructed.

Section 1.81. "Residential Tracts" means Tracts B, C and D as shown on the Plat and all of the aforesaid Plats of Island in the Grove and The Estates in the Grove.

Section 1.82. "Residential Use" has the meaning given to such term in Section 3.1(A)(1).

Section 1.83. "Roadways" means any portions of the Common Property designated as a private road on the Plat or Replat of the Property.

Section 1.84. "Setback Area" means the areas within a Lot as follows: (a) "front setback area" is that area bounded by the front Lot line, the front setback line and side Lot lines; (b) "rear setback area" is that area bounded by a side Lot line, the rear setback line and the side Lot lines; and (c) "side setback area" is that area bounded by a side Lot line, a side setback line and the front and rear setback lines.

Section 1.85. "Social Member of the Former Club" means a person who held a "Social Membership" in the Former Club in accordance with the governing documents of the Former Club as of the Effective Date.

Section 1.86. "Special Common Assessments" has the meaning given to such term in Section 11.3.

Section 1.87. "Special Transitional Assessments" has the meaning given to such term in Section 13.1(C).

Section 1.88. "Termination Instrument" has the meaning given to such term in Section 15.10.

Section 1.89. "Transitional Assessments" means collectively the Annual Transitional Assessments and the Special Transitional Assessments, if any.

Section 1.90. "Tree Survey" means the document illustrating the size, type and variety and location of each tree and shrub to be planted and/or removed.

Section 1.91. "Unit Security System" has the meaning given to such term in Section 3.3(A)(11).



Section 1.92. "Unity of Title" has the meaning given to such term in Section 3.3(A)(33)(c).

Section 1.93. "Utility Facilities" has the meaning given to such term in Section 3.1(E).

Section 1.94. "Water Management Facilities" has the meaning given to such term in Section 3.1(C).

## **ARTICLE II. PLAN FOR DEVELOPMENT OF BOCA GROVE**

### **Section 2.1. Land Use Plan**

The Property is presently zoned as a Planned Unit Development (a "P.U.D.") which would permit, in addition to certain other uses, a maximum of five hundred (500) Dwelling Units. Attached hereto as Exhibit G and made a part hereof is the Land Use Plan for Boca Grove f/k/a/ Boca Grove Plantation (the "Land Use Plan") which Land Use Plan indicates: Private Roadways, Lots, Residential Tracts, Country Club Area and Common Property (f/k/a Corporation Property). The Land Use Plan also shows Tract A of the Plat which although included in the Plat was not originally included in the Declaration but was subsequently included.

The Land Use Plan is based upon the master land use plan for Boca Grove as approved by the zoning authorities of the County for the development of Boca Grove as a P.U.D. The boundary lines and dimensions shown on the Land Use Plan have been drawn for illustrative purposes only, and are not the actual dimensions or legal descriptions of the areas shown thereon. The actual boundaries for any portion of the Property and the committed use for any such areas shown on the Land Use Plan are more particularly set forth on the Plat attached hereto as Exhibit B.

### **Section 2.2. Use of the Property**

All portions of the Property shall be subject to the use limitations, restrictions and other provisions, if any, imposed thereon as may be set forth in the Documents. In addition to any other provisions thereof, the provisions of the Documents may restrict specified portions of the Property to specified uses including, but not limited to, use as Residential Property and Nonresidential Property, including but not limited to, streets, open space and Country Club Area.

## **ARTICLE III. LAND USE CLASSIFICATIONS AND RESTRICTIONS**

In consideration of the benefits hereinafter contained and the payment of Common Expenses, BGPOA does hereby declare that the following provisions shall be applicable to the Property which shall be transferred, demised, sold, conveyed and occupied subject to the terms of this Declaration as follows:

### **Section 3.1. Use Classifications of the Property**

A. Residential Property: All Residential Property shall be for Residential Use only in accordance with this Declaration.

(1) Residential Use Only: Except for facilities related to construction, development, sales and rental activities permitted on Residential Property as set forth in Section 3.1(F) and permitted pursuant to the rules and regulations promulgated pursuant to Section 3.1 A(2)(a) there may be constructed on the Residential Property only Dwelling Units and Improvements associated with residential purposes ("Residential Use") such as (but not limited to) streets, drives, driveways, parking spaces, lawn areas, swimming pools, tennis courts, utilities and other amenities as appurtenance to Dwelling Units being constructed including, but not limited to, recreational and social facilities commonly associated with the type of Dwelling Units in question (e.g., a common area, meeting room or lobby in a multi-Dwelling Unit apartment building; or common, social and recreational facilities normally associated with and as an amenity to a particular development of Dwelling Units; etc.). No commercial or business occupations may be conducted on the Residential Property except as set forth in Section 3.1(F).

(2) Rules and Regulations for the Residential Property:

(a) BGPOA Rules: BGPOA, by its Board, shall have the right to promulgate and impose the BGPOA Rules and thereafter to modify, alter, amend, rescind and augment any of the same with respect to the exterior maintenance of the Residential Property and any Improvements located thereon and landscape maintenance and with respect to persons performing maintenance work or providing other services on the Residential Property and in furtherance of the provisions of Section 6.1 and any provisions set forth in the Documents, including but not limited to prohibitions on nuisances, restrictions on location and appearance of trash dumpsters, stored construction materials and equipment and hours during which landscape maintenance and repair work on the Improvements and other services permitted, provided that no such rules so promulgated shall be in conflict with the provisions of the Documents. The BGPOA Rules may also include rules with respect to the sale and leasing of the Dwelling Units which are in furtherance of the provisions of Article VII and any other provisions set forth in the Documents, including, but not limited to, procedures for obtaining approval of a proposed lessee or purchaser, provided that no such rule shall be in conflict with the provisions of the Documents.

(b) Builder's Rules: BGPOA, by its Board, shall also have the right to promulgate and impose rules and regulations and thereafter to modify, alter, amend, rescind and augment any of the same (collectively "Builder's Rules") and in furtherance of any provisions set forth in the Documents, including but not limited to prohibitions on nuisances, location and appearance of port-a-johns, trash dumpsters, construction sheds and trailers, vehicles of contractors and subcontractors and their employees, stored construction materials and equipment, and a deposit to be paid by each contractor to be returned upon completion of Improvements provided the construction site has been maintained in a proper condition in accordance with the provisions of the Documents and hours during which work is permitted on the Improvements, provided that no such rules so promulgated shall be in conflict with the provisions of the Documents.

B. Common Property: The administration, management, operation, maintenance and insurance of Common Property shall be responsibility of BGPOA except as set forth in Section 6.3. The costs of all such functions and responsibilities, including any the maintenance, repair, replacement or reconstruction of any Improvements thereon, shall be a part of the Common Expenses except for the costs of capital improvements which constitute Capital

Expenses for Golf Property as more particularly set forth in Article XII. All of the Common Property shall be owned and held by BGPOA, its successors and assigns, in accordance with and subject to the terms and provisions of the applicable dedication or conveyance thereof and subject to the provisions of the Documents including the covenants for Common Property now about to be set forth:

(1) Roadways: Roadways on the Plat or a Replat or instrument conveying such property to BGPOA and all Improvements thereon shall be kept and maintained by BGPOA as private Roadways to provide means of ingress and egress: (1) to and from publicly dedicated streets located outside of Boca Grove; and (2) between and among all portions of the Property for the use and enjoyment of the parties set forth in Section 3.1(B)(4) and for all governmental purposes, including, but not limited to, providing the following services: police and fire protection; garbage collection; mail delivery; building inspection; etc. Street lights and utility lines maybe installed within the Roadways from time to time as BGPOA shall determine and/or in accordance with the requirements of the applicable governmental agencies.

(2) Open Space: Tracts P, Q, R and S on the Plat of Boca Grove which are designated as "Open Space" on the Plat shall be grassed or planted with such other form of ground cover in accordance with rules promulgated by BGPOA from time to time for beautification of Boca Grove and shall be kept grassed or planted by BGPOA as green open space. Notwithstanding the foregoing, portions of the Open Space are subject to Water Management Easements or canal easements and shall be used for the purposes set forth in Section 3.1(C). Furthermore, BGPOA, by execution hereof, reserves to BGPOA and its designees a perpetual easement over and upon Tract P on the Plat of Boca Grove for purposes of installation, operation, maintenance, repair and replacement of the equipment related to providing communications services including without limitation, any cable television, Internet, phone, satellite receiving dish and master antenna system and all necessary appurtenances thereto.

(3) Country Club Area: The Country Club Area shall only be used for Country Club Purposes. "Country Club Purposes" include, but are not limited to, open space, jogging paths, tennis courts, swimming pools, and swimming areas, clubhouses containing meeting rooms and/or game rooms and/or snack bar and/or restaurants facilities, tennis pro shop, golf shops, golf course, golf cart trails, storage for golf course maintenance equipment and a residence for the golf course supervisor, storage, golf cart storage and other like usage necessary for operation for operation of the Country Club Area and any other open spaces or facilities utilized or intended for use for recreational or social purposes and amenities associated therewith such as (but not limited to) streets, drives, driveways and parking facilities. Further, the Golf Property shall only be used for golf course and related golf uses. All Country Club Area use rights shall be subject to any lease or rental of any portion of the Country Club Area or facilities thereon as determined appropriate by the Board and otherwise in accordance with the Documents. Furthermore, no such lease of any portion of the Country Club Area, nor the operation of any such facilities, nor the fact that a charge is required for the use of any such facilities shall be deemed a "commercial" activity or violative of the provisions of this Declaration. Notwithstanding the foregoing provisions, portions of the Country Club Area are subject to Water Management Easements and shall be used for the purposes set forth in Section 3.1(C). Notwithstanding anything to the contrary herein, this subsection (3) shall not be amended, and no other amendment to this Declaration shall be made which would invalidate or otherwise alter the intent of this provision,

without the affirmative vote of the Owners of at least ninety (90%) percent of all Contributing Units. The aforementioned affirmative vote may be evidenced by a writing signed by the required number of the Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of BGPOA called and held in accordance with the By-Laws evidenced by a certificate of the Secretary or an Assistant Secretary of BGPOA.

(4) Private Uses: Common Property is not for the use and enjoyment of the public. The Roadways are expressly reserved for the private use and enjoyment of BGPOA, its agents, employees, guests and invitees, Owners, their Family, guests, invitees and lessees, and for governmental purposes as more particularly set forth in Section 3.1(B)(1). The Country Club Area and open space within Boca Grove is expressly reserved for the private and exclusive use and enjoyment of BGPOA and its agents, guests, employees, and invitees, and Owners and their Family, guests, invites, and lessees, but only upon payment by such persons of the Fees and charges BGPOA shall from time to time determine and upon such terms and conditions as BGPOA shall from time to time establish; provided further that primary purpose of the Country Club Area shall be for affording recreational facilities and amenities for the benefit of the Owners.

(5) BGPOA Rules: BGPOA, by its Board, shall have the right to promulgate and impose the BGPOA Rules and thereafter to modify, alter, amend, rescind, and augment any of the same with respect to the use, operation and enjoyment of Common Property and any improvements located thereon, provided that no such rules so promulgated shall be in conflict with the provisions of the Documents.

(6) Operations: BGPOA by act or omission shall not discriminate on the basis of race, color, religion, national origin, or any other protected class under applicable law and the Common Property, including all facilities, shall be operated consistent with a policy to provide its members with amenities that are not governed by the customs or beliefs of any protected class. Nothing herein contained shall prohibit BGPOA from offering food and beverage choices to those Members having special dietary requirements so that they may have the opportunity to fully participate in the dining and social experiences that BGPOA provides for its Members nor shall BGPOA be prohibited from using any portion of the Common Property for activities and/or decorations related to regionally recognized events and holidays.

(7) Miscellaneous: BGPOA by act or omission shall not seek to abandon, partition, subdivide, alienate, sell, hypothecate, release, transfer, mortgage or otherwise encumber Common Property without first obtaining the written approval of all Institutional Mortgagees holding mortgages on Common Property (as shown by the Public Record of the County). The last preceding sentence shall not be applicable to, nor prohibit BGPOA from granting such easements as are reasonably necessary or appropriate for the continued development of Boca Grove and the use thereof in a manner consistent with the provisions of the Documents nor shall the foregoing prohibit BGPOA from encumbering Common Property provided such encumbrances are solely to secure loans obtained for improving the Common Property being encumbered.

C. Water Management Easements: The Water Management Easements dedicated on the Plat in perpetuity for the construction and maintenance of water management facilities shall be used for the construction and maintenance of water management facilities and all necessary appurtenances thereto ("Water Management Facilities"), including, but not limited



to lakes, canals, pipes, pumps, inlets and concrete outfall structures. Such lakes and canals shall be used for water management purposes only and no person shall use such lakes and canals for boating or swimming.

D. Drainage Easements: The Drainage Easements dedicated on the Plat in perpetuity for the construction and maintenance of drainage shall be used for the construction and maintenance of drainage facilities, including but not limited to canals, pumps, pipes, inlets and concrete outfall structures and all necessary appurtenances thereto ("Drainage Facilities").

E. Utility Easements: The Utility Easements dedicated on the Plat in perpetuity for the construction and maintenance of utilities shall be used for the construction and maintenance of utility facilities, including but not limited to electric transmission, telephone, television cable, gas, water and sewer lines and all necessary appurtenances thereto ("Utility Facilities"). No poles, lines or appurtenances thereto for utilities may be placed above ground without the written approval of the Board.

F. Rights reserved by BGPOA: Notwithstanding the provisions of Article IV hereof regarding approval by the ARC, the provisions of Section 3.3. and any other provisions of this Declaration to the contrary, BGPOA and its nominees shall have the right to construct, develop, install, alter, maintain and repair such improvements, including but not limited to, a satellite receiving dish, a master antenna system, security communication antenna, communications antenna and cable television equipment and landscaping, including the carrying on of all activities appurtenant thereto or associated therewith, as BGPOA deems necessary for the continued development of Boca Grove. Further notwithstanding the other provisions of this Declaration, BGPOA reserves and BGPOA and its nominees shall have the right, but not limited to, to maintain models and a sales office, place signs, employ sales personnel, use the portions of the Residential Property owned by Builders and the Common Property, and show Dwelling Units.

Amended 3.1F  
January 2024  
see amendments

G. Miscellaneous: No portion of the Plat or any Replat of the Property which constitutes exterior open area required by the P.U.D. Section of the Palm Beach County Zoning Ordinance may be vacated if the result of such vacation would be that the minimum requirements for such open space under the Palm Beach County Zoning Ordinances applicable to Boca Grove as a whole would thus be violated.

#### Section 3.2. Disputes as to Use

In the event there is any dispute as to whether the use of the Property or any portion thereof complies with the covenants and restrictions contained in the Documents such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith.

#### Section 3.3. Additional Provisions for the Preservation of the Values and Amenities of Boca Grove

A. In order to preserve the values and amenities of Boca Grove, the following provisions shall be applicable to the Property:

(1) Mining or Drilling: There shall be no Mining Activity undertaken within any portion of the Property. Activities of BGPOA in dredging any lakes or canals or creating, excavating or maintaining Water Management Facilities, drainage or other facilities or easements shall not be deemed Mining Activities nor will the installation of wells or pumps, in compliance with applicable governmental requirements, be deemed a Mining Activity.

(2) Nuisances: No Owner and no other person shall cause or permit any unreasonable or obnoxious noises or odors and no nuisances or immoral or illegal activities shall be permitted or maintained on any portion of the Property. It is intended, however, that noises or odors which are the reasonably expected result of such uses of the Property as are specifically permitted or contemplated by the Documents (e.g. a restaurant on the Country Club Area) shall not be deemed unreasonable, obnoxious nor a nuisance.

(3) Clothes Drying Areas: No portion of the Property shall be used as a drying or hanging area for a laundry of any kind which is visible from any portion of the Property other than the portion of the Property owned by the person owning such drying or hanging areas for laundry.

(4) Removal of Sod; Alteration of Drainage; Etc.: Except for the acts and activities of BGPOA and its nominees in the development of Boca Grove, no sod, topsoil or muck shall be removed from the Property and no change in the condition of the soil or the level of the land of any portion of the Property shall be made which results in any permanent change in the flow or drainage of surface water of or within Boca Grove without the prior written consent of the Board.

(5) Antennae and Aerials: Except as may be permitted in writing by the Committee, no antennas or aerials shall be placed upon the Property unless completely inside a Dwelling Unit, except that BGPOA or BGPOA's nominees may install a satellite receiving dish, master antenna system, security communication antenna and other equipment and cable television equipment as more particularly set forth in Section 3.1(F).

(6) Litter: In order to preserve the beauty of Boca Grove, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Committee and proper sized, closed plastic bags or other containers for curb side pickup as shall be required by the Board from time to time. All containers, dumpsters and other garbage collection facilities shall be designed and maintained so as to prevent animals from gaining access thereto and dumping over trash. All containers, dumpsters and other garbage collection facilities shall be screened from view from outside the Lot upon which same are located and kept in a clean condition with no noxious or offensive odors emanating therefrom.

(7) Radio Equipment: No ham radios, radio transmission equipment (including walkie talkies and CB radios) or microwave transmission equipment shall be operated or permitted to be operated in Boca Grove without the prior written consent of the Board and such consent may be revoked by the Board in the event the operation of any such equipment interferes with television reception or equipment required for the operation of the Country Club Area or the security system for Boca Grove. Notwithstanding the foregoing, the foregoing prohibition shall

not be applicable to equipment required for operation of the Country Club Area or the security system for Boca Grove. A contractor or subcontractor which is approved for entry into Boca Grove pursuant to Section 3.3(A)(12) shall be deemed to have the written consent required pursuant to this Paragraph which consent may be revoked as heretofore set forth.

(8) Subdivision and Partition: No Lots shall be re-subdivided unless the number of Lots resulting is less than the number of Lots originally existing. Furthermore, no Lot created by re-subdividing the Lots shall be smaller than eleven thousand seven hundred fifty (11,750) square feet.

(9) Casualty Destruction to Improvements: In the event a Dwelling Unit or other Improvements upon a Lot are damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner thereof or the Association responsible for operating and maintaining such improvements shall either commence to rebuild or repair the damaged Dwelling Unit or improvements upon compliance with the determinations of the Committee and diligently continue such rebuilding or repairing activities to completion or (upon a determination by the Owner thereof or the aforementioned Association that the Improvements will not be repaired or replaced) promptly clear damaged Improvements and grass over and landscape the Lot in a sightly manner. Any repair, rebuilding, or reconstruction of damaged Improvements shall be in accordance with the provisions of Section 4.2 of this Declaration.

(10) No Time Sharing: No "Time Sharing Plan" (as defined in Section 721.05 of the Florida Statutes) or any similar plan shall be permitted for any Dwelling Unit.

(11) Security: Each Dwelling Unit shall have an electronic security system ("Unit Security System") meeting the minimum requirements established by the Board and installed by a security company approved, in writing, by the Board. Each Unit Security System may be connected in a manner approved by the Board, in writing, to the electronic security system for Boca Grove which is operated and maintained by BGPOA. The Board shall review each Unit Security System solely for the purpose of determining whether or not the Unit Security System meets the minimum requirements established by the Board. Neither the Board nor BGPOA shall be responsible in the event a Unit Security System fails to provide adequate security for a Dwelling Unit.

(12) Construction: All construction must be performed by contractors and subcontractors holding either a State of Florida or County certified license to do residential construction in the County and which are approved by the Board in writing prior to entering Boca Grove and performing such construction. In the event a contractor or subcontractor fails to comply with any of the terms and provisions of the Documents, the Board shall have the right to revoke such written approval and to prohibit such contractor or subcontractor, as the case may be, from entering upon the Property. Construction of any Improvements must commence within five (5) months after the written approval by the Committee of the Final Plans and the Landscape Plan. Once the construction is commenced, it must be diligently continued without interruption and be completed within one (1) year of the commencement except that construction of a single building containing seven (7) or more Dwelling Units must be completed within two (2) years. Notwithstanding the foregoing, the Committee shall have the power to extend the periods

permitted for commencement and construction beyond the aforementioned five (5) months, one (1) year or two (2) year periods, provided the Owner makes written application therefor and the Committee determines the request is reasonable and approves such request in writing.

(13) No Separate Buildings: All garages, storage areas, tool cabinets, garden houses, etc., must be attached to the Residence or be constructed so as to constitute together with the Residence one building only, except that recreational facilities described in Section 3.3 (A)(32) need not be attached to the Residence. A garage shall be considered attached to a Residence if at least one wall of the garage also serves as a wall for the Residence. A garage which is attached to a Residence only by a connecting breezeway or other similar structure shall be permitted only if pre-approved in writing by the Committee. Independent covered parking may be permitted on the Residential Tracts if pre-approved, in writing, by the Committee. Notwithstanding the foregoing, separate structures not attached to a Dwelling Unit shall be permitted on Residential Tract T if pre-approved in writing by the Committee. Such structures shall, in addition to such other criteria as the Committee shall establish: (i) not contain kitchens; (ii) not be separate Dwelling Units; and (iii) be of the same architectural design as the Dwelling Unit to which any such structure is appurtenant.

(14) Roofs: The minimum pitch of any roof will be 6/12 (vertical/horizontal) unless it is a flat roof or other roof which has been pre-approved in writing by the Committee. The Committee shall have the discretion to approve flat roofs or roofs with less than minimum pitch on a building, particularly if the building is modern or contemporary in design. Flat roofs may also be permitted on Florida rooms, porches and patios, provided such flat roofs are pre-approved in writing by the Committee. The composition of all roofs shall be tile, cedar shake shingle, slate or concrete construction, or other composition pre-approved in writing by the Committee. Asphalt shingle roofs are prohibited.

(15) Garages: Each Residence shall have as an appurtenance thereto an automobile garage which shall be at least twenty-two (22') feet wide by twenty-two (22') feet long on the interior and must be adequate for two standard sized American automobiles, and shall have in addition thereto an area at least six (6') feet wide by ten (10') feet long adequate for one standard sized four-wheel electric golf cart. Each Dwelling Unit on Residential Tract D shall have as an appurtenance thereto an automobile garage which shall be at least twenty (20') feet wide and nineteen (19') feet long on the interior and must be adequate for one standard sized American automobile and for one standard sized four-wheel electric golf cart. Each Dwelling Unit on Residential Tract C shall have as an appurtenance thereto an automobile garage which shall be at least twelve (12') feet wide and twenty-two (22') feet long on the interior and must be adequate for one standard sized American automobile. All garages must have garage doors and electric door openers shall be kept in useable condition. Garage doors shall not be more than nine (9') feet in height unless pre-approved in writing by the Committee. Each garage on a Lot on Tracts C and D shall have an access door directly to the outside and an access door to the Dwelling Unit unless the Committee approves the deletion of such access door(s) in writing. No carports shall be permitted. No automobile garage, or area required for storage of a standard four-wheel electric golf cart pursuant to this paragraph shall be permanently enclosed or converted to other use. Each Dwelling Unit on Residential Tract T shall have as an appurtenance thereto an automobile garage which shall be at least eighteen feet (18') wide and twenty feet (20') long on the interior and must be adequate for two (2) standard sized American automobiles.



(16) Driveway: All Lots shall have a paved driveway at least sixteen feet (16') in width which shall increase to at least eighteen (18') feet in width at the garage door, and of stable and permanent construction. Unless prior written approval of the Committee is obtained, the driveway base shall be concrete. Any finish above the concrete base must be pre-approved by the Committee in writing and the use of plain white concrete as a driveway finish shall not be permitted. However, decorative borders and other decorative uses of plain white concrete are permitted for a driveway if pre-approved by the Committee in writing. No asphaltic or bituminous concrete driveways shall be permitted, except such driveways are permitted on Tract B if pre-approved by the Committee in writing. Each driveway shall extend from the garage door to the paved portion of a Roadway as shown on the Land Use Plan which is Exhibit G hereto. Notwithstanding the foregoing, driveways on Tract T shall be at least twelve feet (12') in width.

(17) Sidewalks: All Lots other than Lots which do not contain a sidewalk as of the Effective Date, shall have a sidewalk four (4') feet wide and four (4") inches deep made of broom-finished white concrete on the non-paved portion of the Roadways adjacent to such Lots. Notwithstanding the foregoing, the portion of the sidewalk located within a driveway shall consist of the same material used for the driveway. Such sidewalk shall be installed adjacent to each Lot by the Lot Owner prior to completion of the Dwelling Unit located on such Lot.

(18) Exterior Building Materials: All exterior building materials shall be pre-approved in writing by the Committee. Concrete and concrete block shall not be permitted as the exterior finish of any building or detached structure unless prior written approval is obtained from the Committee.

(19) Minimum Size: Each Dwelling Unit constructed on the following portions of the Property shall contain not less than the following number of square feet of livable air-conditioned enclosed floor area ("Enclosed Floor Area"):

Portion of the Property on which the Dwelling Unit is constructed	Minimum Number of Square Feet of Enclosed Floor Area
Lots, Boca Grove P.U.D.	2,400
Tract D, Boca Grove P.U.D.	2,000
Tract C, Boca Grove P.U.D.	1,600
Tract B, Boca Grove P.U.D.	1,250
Tract T, Island in the Grove	1,800

Open or screened porched, terraces and garages shall not be included for purposes of determining the number of square feet of Enclosed Floor Area.

(20) Height Restrictions: No Improvements on the Lots or Tracts C or D shall exceed thirty-five (35') feet in height from the finished floor. No Improvements on Tract "B" shall be permitted without the prior written consent of the Committee of the height of such

Improvements. Submissions for approval of the height of all proposed Improvements shall include finished architectural drawings which include a cross-section of the proposed improvements clearly delineating their heights from the finished floor, highest exterior grade, lowest exterior grade, and average exterior grade, and to the top of the roof and to a point representing the mid-point of the rise of the roof if such roof is sloped. The foregoing provision shall not prohibit parapets or projections from a structure which exceed the foregoing height limitations if pre-approved by the Committee in writing.

(21) Parking Limitations: There shall be no pickup trucks, or vehicles which have characteristics of both a truck and a four-wheel passenger automobile, panel trucks or other trucks, golf carts, trailers, boats, boat trailers, campers, motor homes or commercial vehicles other than four-wheel passenger automobiles parked or stored within the Property except if wholly contained in an enclosed garage. However, the foregoing prohibition shall not apply to portions of the Property on which bona fide construction activities are taking place nor does it prohibit routine deliveries by tradesmen or the use of trucks in making service calls, nor does it apply to a situation where a truck becomes disabled and, as a result of emergency, is required to be parked on the Property for a reasonable period of time, nor does it prohibit the storage by BGPOA of its maintenance vehicles and golf carts on the Country Club Area.

Amended  
3.3A(21)  
January 2024  
see amendments

(22) Repairs: No maintenance or repairs shall be performed on any boat or motor vehicles (including golf carts) upon any Residential Property or Common Property except within a garage where totally isolated from public view or performed by BGPOA or its designees at facilities designated by BGPOA for maintenance and repairs on the Country Club Area.

(23) Golf Carts: The requirements for use of golf carts within the Property shall be set forth in the By-Laws or the BGPOA Rules, as determined by the Board from time to time.

(24) Signs: No sign of any kind shall be displayed to the public view on any portion of the Property except:

(a) One sign for each Lot indicating the name and/or address of the Owner which is incorporated as part of the mailbox for each Lot and which is pre-approved in writing by the Committee;

(b) Such signs as may be appropriate to identify Boca Grove and any structures containing more than one (1) Dwelling Unit which are generally consistent with other signage in Boca Grove and pre-approved in writing by the Committee;

(c) Such signs which are generally consistent with other signage in Boca Grove which are pre-approved in writing by the Committee in connection with construction, development and sales operations at Boca Grove; and

(d) One (1) sign for each Lot identifying the builder and architect which sign has been pre-approved in writing by the Committee. Notwithstanding the above, no sign shall contain the name of a real estate salesman or broker or a real estate brokerage firm, nor shall any sign be a "For Sale" sign or an "Open" sign, or other sign offering a Dwelling Unit for sale.

There shall be no signs placed on the Property indicating the names of landscapers, architects, pool installation companies, roofers or any other contractors or brokers or "Open House" types except as set forth above.

(25) External Air Conditioning Units: No external air conditioning units shall be attached to the window or wall of any Dwelling Unit and no external air conditioning unit shall be visible from any Roadway or the Golf Course.

(26) Mailboxes and Other Delivery Boxes and Front Yard Lighting: Each Lot shall have a mailbox which is approved by BGPOA. The mailbox, and its proposed location, shall be pre-approved by the Committee in writing prior to installation, and shall be purchased and installed at the expense of each Dwelling Unit Owner or contractor building the Dwelling Unit. Each Lot shall also have a street light. The street light including its design, size and its proposed location shall be pre-approved by the Committee, in writing, prior to its installation and shall be purchased and installed at the expense of Dwelling Unit. Each Dwelling Unit Owner shall be required to operate and maintain the street light, at Dwelling Unit Owner's expense, in accordance with such regulations as may be promulgated by BGPOA. In the event two or more Lots are used to build a single residence, then there shall be a street light for each Lot and the location of each light shall be pre-approved in writing by the Committee. In the event Lots are re-subdivided the Committee shall determine what street lights are required, but there shall be approximately the same number of street lights required for the re-subdivided Lots as the original number of Lots. All mail, paper, grocery or other delivery boxes shall be permitted and located only in accordance with regulations established by the Committee. If and when the United States mail service or the delivery services shall indicate a willingness or requirement to make delivery to wall receptacles attached to Dwelling Units, each Dwelling Unit Owner, at the request of the Committee, shall replace the boxes and receptacles on each Lot previously employed for such purpose or purposes with wall receptacles attached to Dwelling Units all at the expense of the Dwelling Unit Owner.

(27) Fences or Walls: Fences or walls shall not be erected unless pre-approved in writing by the Committee. No chain link fences shall be permitted, except a black vinyl clad chain link fence (or any other chain link fence approved by the Committee, in writing) may be erected by BGPOA as part of the Boundary Wall. Except for the Boundary Wall, no fence or wall exceeding four (4') feet in height shall be permitted in the "front setback area", "rear setback area" or "side setback area". Notwithstanding the foregoing, a fence or wall not greater than six (6') feet in height may be permitted within the area which is no closer than thirty-five (35') feet to the front Lot line, fifteen (15') feet to the rear Lot line and five (5') feet to the side Lot lines. On Residential Tract T, no fence or wall exceeding six feet (6') in height shall be permitted in the front setback area, side setback area or rear setback area, except that a wall which is the natural extension of an exterior wall of a Dwelling Unit shall not be permitted to exceed eight feet (8') in height.

(28) Barbecues: Any barbecue located on a Lot shall only be located behind the Residence, adequately screened from public view.

(29) Awnings and Shutters: No awnings, canopies or shutters, including hurricane or storm shutters shall be attached or affixed to the exterior of a Dwelling Unit unless

such awnings, canopies or shutters have been pre-approved in writing by the Committee, which approval may be based upon the aesthetic appearance of the Dwelling Unit.

(30) Window, Door Blackout: Aluminum foil or other similar material shall not be placed on the windows or doors of any structure constructed on the Property, be it temporary or permanent.

(31) Reflective and Tinted Glass: No reflective or tinted glass shall be used for windows or doors of any structure constructed on the Property unless pre-approved in writing by the Committee.

(32) Recreational Facilities: All basketball backboards and play structures to be constructed upon a Lot shall be pre-approved in writing by the Committee and shall, if pre-approved, be located at the rear of a Lot behind a Residence and in the event of a corner Lot shall be located in the portion of the Lot furthest away from the side street. No doghouse, playhouse, treehouse or structure of a similar kind and nature shall be constructed on any part of a Lot in front of the rear line of the Residence constructed thereon and no such structure shall be constructed without the prior written approval of the Committee. A detached single-story recreational structure may be constructed for use as a cabana, bar, or pool bath provided it is less than two hundred (200') square feet in the area, it meets all applicable setback requirements, and it has received the prior written approval of the Committee.

Any swimming pool or tennis court to be constructed on any Lot shall be subject to the following requirements:

(a) Composition of the material is to be thoroughly tested and generally accepted by the swimming pool industry for such construction;

(b) Pool screening may not be visible from the Roadway in front of any Residence except as pre-approved in writing by the Committee;

(c) Location and construction of tennis or any other type of court must be pre-approved in writing by the Committee; and

(d) No lighted tennis courts shall be permitted except lighted tennis courts shall be permitted on Tract B provided they are pre-approved in writing by the Committee and lighted tennis courts shall also be permitted on the Country Club Area. Any lighting of a pool or recreation area other than a tennis court shall be designed so as to buffer the surrounding Dwelling Units from the lighting and must be pre-approved in writing by the Committee.

No raw aluminum shall be used for any screen enclosures. Prior to the erection of any screen enclosure, the screen enclosure shall be pre-approved by the Committee, in writing, as more particularly set forth in Article IV. Each application for approval of the screen enclosure shall include landscape drawings showing all four (4) sides of the screen enclosure and it shall be the intent of the Committee to shield any such use from street views.

If an Owner owns two or more adjoining Lots and elects to use one or more Lots for his Residence and elects to use substantially all of the other Lots for recreation purposes, the Lot(s) used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both the front side and side in a manner pre-approved in writing by the Committee. It shall be the intent of the Committee to screen any such use from public view. The provisions of this Section 3.3(A)(32) regarding the location of recreation facilities on a Lot on which a Dwelling Unit is located shall not be applicable to recreation facilities located on Lot(s) used substantially only for recreation purposes provided the location, design and appearance thereof are pre-approved in writing by the Committee.

(33) Setback Lines: For purposes of this Declaration and determining street address and setback requirements, the front of a Residence shall be that side of the Residence containing the front door. The front door of each Residence shall be located on the street side of the Residence. No structure constructed on a Lot shall be located within the following setbacks:

(a) At the front: Minimum of twenty-five feet (25') from the front Lot line;

(b) At side street: Minimum of twenty-five feet (25') from the side Lot line;

(c) At the side other than side street: Minimum of ten feet (10') from the side Lot line except that a pool shall be located a minimum of ten and one-half feet (10.5') feet from the side Lot line (as measured to the outside of the pool beam) unless it is the Lot line between two or more Lots that have been combined pursuant to a recorded document ("Unity of Title") which is still in full force and effect and which requires that the Lots always be conveyed together; and

(d) At the rear: Minimum of fifteen feet (15') from the rear Lot line, except that unenclosed hard surfaces, such as patios or recreation courts not elevated more than two (2') feet above the grade level, may be located adjacent to the rear Lot line and enclosed hard surfaces such as a screen enclosure shall be located a minimum of seven and one-half feet (7.5') from the rear Lot line and pools shall be located a minimum of ten and one-half feet (10.5') from the rear Lot line (as measured to the outside of the pool beam) and cabanas shall be located a minimum of ten feet (10') from the rear Lot line.

(e) Residential Tract T Setback Areas:

i. At the front: A minimum of fifteen feet (15') from structure to edge of pavement, provided any driveway abutting a garage shall be at least long enough to accommodate one (1) standard size American automobile without such automobile extending into the sidewalk, if any, or Roadway in front of the Dwelling Unit.

ii. At sides: A minimum of ten feet (10') between structures; provided the outside edge of the pod wall shall not be located closer than two and one-half feet (2-1/2') from the side property line of the Lot on which the Dwelling Unit stands and no pool shall be visible from the Roadway in front of the Dwelling Unit.



iii. At the rear: A minimum of ten feet (10') from the rear Lot line.

Notwithstanding the foregoing provisions of this Section 3.3(A)(33), in the event a variance is obtained for any setback requirement from the applicable governmental authorities, including but not limited to, the rear setback requirement for a pool, and such reduced setback is also approved by the Committee in writing (the Committee shall not approve any reduced setback which would destroy the general scheme or plan of development for Boca Grove), then the provisions of this subparagraph to the extent inconsistent with such governmental approval and written approval by the Committee shall not apply.

(34) Sprinkler Systems: All sprinkler systems on the Residential Property used for irrigation shall be underground and shall be: 1) connected to a well or; 2) connected to the water supply provided for drinking or; 3) if located immediately adjacent to a lake and pre-approved by the Committee in writing, then a water line may be installed underground to the lake with an individual pump power source. The BGPOA Rules pertaining to the operation, installation and maintenance shall be adhered to prior to, during and following installation of any of the three (3) procedures. The sprinkler system located on the Residential Property shall be designed and operated and the sprinkler heads located so as to adequately irrigate a minimum of twenty-five (25') feet of the adjacent Common Property if grassed (such areas which have been designed for pedestrian or vehicle traffic such as cart paths, roadways, or sidewalks shall not be irrigated by sprinklers located on the Residential Property). BGPOA shall have the right to designate times during which watering of the Residential Property or portions thereof is permitted and Owners and Associations shall only water during such designated periods. Each Owner and Association acknowledge that the water provided to them for irrigation shall be from lakes located on Boca Grove which have been chemically treated in order to control weeds in the lakes and to maintain the lakes in a proper and aesthetically pleasing condition and also to fertilize the areas which are irrigated and that such chemicals may adversely affect certain types of landscaping on the Residential Property and certain pets. BGPOA shall make good faith efforts to make available suitable water for irrigation to each Owner and the Associations, however, each Association and each Owner by acceptance of a deed for any portion of the Property, acknowledge and agree that BGPOA shall not be liable to the Associations or Owners in the event BGPOA is unable to provide suitable water to the Owners or the Associations for irrigation purposes.

(35) Landscaping: The Landscape Plan for each Lot must be submitted to and pre-approved in writing by the Committee showing the type, size and variety of all proposed landscaping, including trees, shrubbery and grass. Each Landscape Plan shall be prepared and sealed by a landscape architect registered to practice in the State of Florida and pre-approved in writing by the Committee. Each Landscape Plan shall reflect that the area within the Roadway between the paved road and the Lot is fully sodded to the top of the curb except for sidewalks located in such area. A minimum budget for each Lot is required as determined by the Committee from time to time (unless the Committee, in consideration of the preservation of certain of the existing landscaping on a Lot determines a lesser amount is sufficient) for initial plant materials and trees, excluding the costs of sodding which also is required on all Lots. The Committee shall have the right to promulgate ACC Rules which shall require that a certain number of citrus trees on each Lot be preserved and that a certain number of shade trees of a certain size and type must be placed on the front yard and rear yard of each Lot. Landscaping must be completed in

accordance with the approved Landscape Plan within thirty (30) days of the issuance of a Certificate of Occupancy for the Dwelling Unit. No significant alteration to completed landscaping may be made without the prior written approval of the Committee. Each Dwelling Unit Owner shall be responsible for the maintenance of all landscaping and grass located on Common Property up to twenty-five feet (25') from their property line or up to the Golf Course fairway, whichever is less.

(36) Artificial Vegetation: No artificial grass, plant or other artificial vegetation shall be placed or maintained upon the exterior portion of any Property unless pre-approved by the Committee in writing.

(37) Grasses: No variety of grass shall be planted on any Residential Property or Common Property unless such variety has been pre-approved by BGPOA and the Committee in writing. The purpose of this restriction is as follows: (a) to prevent the planting of a variety of grass on any portions of the Property which would spread into or be detrimental to the Country Club Area; and (b) to prevent the planting of a variety of grass which does not maintain a good appearance for the entire year.

(38) Removal of Trees and Shrubbery: Prior to the removal of any trees or shrubbery from any portion of the Property, there shall be submitted to the Committee the Final Plans including, but not limited to the Landscape Plan and Tree Survey for such portion of the Property. In reviewing Final Plans, including the Landscape Plan and Tree Survey, the Committee shall take into account the natural landscaping such as trees, including citrus trees and palmettos and shrubs, and encourage the incorporation thereof in the Landscape Plan, and it shall be the goal of the Committee to preserve all existing trees, especially citrus trees, where possible. Each Tree Survey must be current and accurate. No trees of two (2") inches or more in diameter at one foot above the natural grade shall be cut or removed at any time without the prior written approval of the Committee, which approval may be given if deemed necessary for the construction of a Dwelling Unit or other Improvement. The foregoing provisions shall not apply to that portion of the Property known as Residential Tract T.

(39) Solar Collector Panels: No solar collector panels shall be permitted unless the location, design and appearance thereof has been pre-approved in writing by the Committee.

(40) Prohibited Structures: Except for recreational structures provided for in Section 3.3 (A)(32) and those permitted by BGPOA on the Country Club Area, no structure of a temporary character, trailer, tent, shack, shed, barn or out-building shall be erected or parked on the Property at any time. Notwithstanding the foregoing, during the active pursuance of a course of construction upon the Property, construction sheds and trailers used to facilitate the construction of Dwelling Units or other structural Improvements may be located upon the Property in accordance with the Builder's Rules at locations designated by the Committee with the prior written approval of the Committee.

(41) Animals: No animals, birds, or fowl shall be kept or maintained on any portion of the Property except normal household pets such as cats, aquarium fish, caged birds and dogs, other than any breed determined to be dangerous by the Board and identified as such in

the BGPOA Rules or prohibited by applicable law. The total number of cats for each Dwelling Unit shall not exceed two (2) and the total number of dogs for each Dwelling Unit shall not exceed two (2). Such pets may be kept only as normal household pets for the pleasure and use of the occupants and not for any commercial use or purposes. All dogs must be kept on a leash or within a fenced area when outside of a Dwelling Unit and no pets shall be permitted to become a nuisance to others. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice by BGPOA to the owner thereof or to the Owner of the Dwelling Unit or Lot containing such pet.

(42) No Access to Boca Grove Boulevard: No Residence shall be located fronting on Boca Grove Boulevard (as shown on the Plat) and no Lot shall contain any paved drive or walkway which provides direct access to Boca Grove Boulevard.

(43) Residential Tracts: The maximum number of Dwelling Units to be constructed upon the Residential Tracts on the Plat shall be as follows:

Residential Tract	Name	Maximum Number of Dwelling Units to be Constructed Thereof
A	Estates in the Grove Replat	13
B	Chateau & Gardens	160
C	Los Rayos	42
D	Coventry	31
T	Island in the Grove Plat	56

(44) No Implied Waiver: The failure of the Board, the Committee or any other party having an interest therein, to object to an Owner's or other party's failure to comply with the covenants or restrictions contained in the Documents shall in no event be deemed a waiver by the Board, the Committee, or any other party having an interest therein of its right to object to same and to seek compliance therewith in accordance with the provisions of the Documents. BGPOA and the Committee shall not by act or omission waive or abandon the scheme of architectural regulations set forth in this Declaration without the prior written consent of the Institutional Mortgagees holding mortgages encumbering two-thirds (2/3) of the Dwelling Units encumbered by mortgages held by Institutional Mortgagees.

(45) Garbage Containers, Oil and Gas Tanks, Air Conditioners, Pool Equipment, Barbeques: All garbage and trash containers, oil tanks, bottled gas tanks, generators, and swimming pool equipment and housing must be underground or placed in walled in areas or landscaped areas so that such are not visible from the Roadway in front of the Dwelling Unit, adjacent Dwelling Units and/or Lots and adequate landscaping shall be installed and maintained by the Owner thereof. Barbeques shall be permitted on the side of Dwelling Units in Residential Tract T, provided same are placed in walled in areas or landscaped areas so that such are not visible from the Roadway in front of the Dwelling Unit. Further, no Owner shall replace any such equipment originally constructed by the Builder of his Dwelling Unit except in the same location and as originally constructed by such Builder without the prior written approval of the Committee.



**ARTICLE IV.  
ARCHITECTURAL CONTROL COMMITTEE; IMPROVEMENTS  
TO LOTS, DWELLING UNITS, ETC.**

In order to preserve the values and appearance of Boca Grove, the Architectural Control Committee shall be established as follows:

Section 4.1. Architectural Control Committee

The architectural review and control functions of BGPOA shall be administered and performed by a committee consisting of not less than three (3) nor more than seven (7) members who need not be Dwelling Unit Owners, Lot Owners nor members of the Board (the "Architectural Control Committee" or "Committee"). The Committee may employ a licensed architect, and a licensed landscape architect, and a licensed building contractor. Members of the Board may serve on the Committee. The members of the Committee shall be appointed by the Board which shall have the right to remove any member of the Committee and to fill any vacancy occurring on the Committee for any reason whatsoever. Three (3) members of the Committee shall constitute a quorum to transact any business of the Committee and the action of the majority present at a meeting at which a quorum is present shall determine the action taken by the Committee. The Committee may designate a representative to act on behalf of the Committee subject to the approval of the Board.

Section 4.2. Requirement of Committee Approval

Except as set forth in Section 3.1(F), no Improvements shall be erected, placed or maintained on any portion of the Property; and no addition, alteration, modification or change to any such Improvement, shall be made without the prior written approval of the Committee. Anything to the contrary contained herein notwithstanding, an Owner or an Association shall not be denied Committee approval for reconstruction, if such reconstruction is in accordance with the Final Plans which have been approved by the Committee.

Section 4.3. Method of Obtaining Committee Approval

In order to obtain the approval of the Committee as required in Section 4.2 or elsewhere in this Declaration, an applicant may either:

- (i) apply first for a preliminary approval, as hereinafter set forth; or
- (ii) apply for the final approval and not apply for the preliminary approval.

A. Preliminary Approval: In order to obtain the preliminary approval of the Committee, two (2) sets of preliminary plans ("Preliminary Plans"), including but not limited to, site plan, floor plan, front and rear elevations and landscape concept plan for the proposed Improvements and a Tree Survey shall be submitted to the Committee for its review. Such Preliminary Plans shall have a minimum scale of one-eighth (1/8") inch equals one (1') foot and be on paper twenty-four (24") inches by thirty-six (36") inches. The Committee may request additional information as may be reasonably necessary for the Committee to evaluate on a

preliminary basis the proposed construction, landscaping or alteration. The Committee shall evaluate all Preliminary Plans, utilizing standards of the highest levels as to the aesthetics, materials and workmanship and as to suitability and harmony of the location, structures and external design in relation to the surrounding topography, structures and landscaping. The Committee shall not approve any Preliminary Plans which would destroy the general scheme or plan of development for Boca Grove.

In no event shall a preliminary approval based on Preliminary Plans be deemed an approval of the Final Plans.

B. Final Approval: In order to obtain the final approval of the Committee, two (2) complete sets of plans and specifications ("Final Plans"), including but not limited to, site plan, foundation plan ("Foundation Plan") sealed by a structural engineer licensed to practice in the State of Florida, working drawings for the proposed Improvements stamped with the seal of an architect licensed to practice in the State of Florida, all four (4) elevations and Landscape Plan for the proposed Improvements and Tree Survey (unless the proposed Improvement is of such a minor nature that the Committee determines otherwise) shall be submitted to the Committee for its review. Such Final Plans shall include, as appropriate, the proposed location, grade, elevation, shape, dimensions, exterior color plans, approximate costs, and nature, size, type and color of building materials and grass and landscaping to be used. Each Foundation Plan shall include a certification from a structural engineer licensed in the State of Florida that density and compaction tests have been made for the portion of the Property where the foundation is to be located and that the foundation reflected on the Foundation Plan meets the requirements of applicable governmental authorities for the subsoil conditions as evidenced by the aforementioned density and compaction tests. All Final Plans shall have a minimum scale of one-quarter (1/4") inch equals one (1') foot and be on paper twenty-four (24") inches by thirty-six (36") inches. The Committee may also require the submission of additional information and materials as may be reasonably necessary for the Committee to evaluate the proposed construction, landscaping or alteration. The Committee shall evaluate all Final Plans utilizing standards of the highest level as to the aesthetics, materials and workmanship and as to suitability and harmony of location, structures and external design in relation to surrounding topography, structures and landscaping. The Committee shall not approve any Final Plans which would destroy the general scheme or plan of developments for Boca Grove.

As a general rule, the Committee shall not approve two (2) Residences of the same design for the same area of Boca Grove unless the Committee determines that the difference in elevations and exterior appearance for the two (2) Residences would be adequate to permit the locations requested without adversely affecting the appearance of Boca Grove. The provisions of this Paragraph shall not be applicable to Residential Tract T.

#### Section 4.4. Approval or Disapproval by the Committee

Except as provided in Section 4.2, the Committee shall have the right to refuse to approve any Preliminary Plans or Final Plans which, in its sole discretion, are not suitable or desirable. Any and all approval or disapprovals of the Committee shall be in writing and shall be sent to the Board and the applicant. If requested, evidence of such approval or disapproval shall be made by a certificate, in recordable form, executed under seal by the President or any Vice President of

BGPOA. The approval shall expire in the event construction of Improvements does not commence within the time period set forth in Section 3.3(A)(12). Any party aggrieved by the decision of the Committee shall have the right to make a written request to the Board within thirty (30) days of such decision for a review thereof. The determination of the Board upon reviewing any such decision of the Committee shall in all events be dispositive. In the event the Committee fails to approve or to disapprove in writing any proposed Preliminary Plans or Final Plans within thirty (30) days after the date of submission to the Committee (as evidenced by a dated receipt therefor executed by a member of the Committee or a representative of the Committee designated by the Committee) (or in the event of a written notice of a deficiency to applicant within thirty (30) days after submission of any reasonably requested information and materials related thereto required to correct the deficiency), then said Preliminary Plans or Final Plans shall be deemed to have been approved by the Committee and the appropriate written approval delivered forthwith. All construction and landscaping shall be done in accordance with the Final Plans approved by the Committee unless the Committee approves in writing a deviation from the approved Final Plans. Furthermore, if any landscaping or the construction of any Improvement is completed without an approval and the Committee does not indicate disapproval thereof in writing to the Owner for a period of sixty (60) days after written notice to the Committee of the completion of such construction or landscaping, then such construction or landscaping shall be deemed to have been approved by the Committee.

#### Section 4.5. Committee to Adopt Rules and Regulations

Subject to approval by the Board, the Committee shall have the right to promulgate and impose rules and regulations and a schedule of reasonable fees for the processing of applications by the Committee as the Committee deems necessary in order to preserve the values and appearance of Boca Grove, and thereafter, to modify, alter, amend, rescind and augment any of the same, subject to approval by the Board (collectively the "ACC Rules"), provided that the ACC Rules so promulgated shall not be in conflict with the provisions of the Documents.

#### Section 4.6. Indemnification

Every member of the Committee shall be indemnified by BGPOA against all expenses and liabilities, including attorneys' and expert fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a member of the Committee, or any settlement thereof, whether or not he is a member of the Committee at the time such expenses are incurred, except in such cases wherein the member of the Committee is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing rights to indemnification shall be in addition to and not exclusive of any right of indemnification to which a member of the Committee may be entitled whether by statute or common law.

#### Section 4.7. Miscellaneous

The Committee shall review and approve or disapprove all Preliminary Plans and Final Plans submitted to it for proposed Improvements solely on the basis of aesthetic consideration and the overall benefit or detriment which would result to the immediate vicinity and Boca Grove as a whole. The Committee shall take into consideration the aesthetic aspects of the architectural

designs, placement of dwelling or buildings, landscaping, color schemes, exterior finishes and materials and similar features. The Committee does not assume any responsibility for the quality of construction of any Improvements shall result from the Committee's review or preliminary approval of any Preliminary Plans or review or approval of any Final Plans. Further, the Committee does not evaluate Preliminary Plans or Final Plans to determine whether the Final Plans satisfy all applicable governmental requirements nor does the Committee determine if Improvements constructed pursuant to any Final Plans will be structurally sound, including but not limited to, whether or not the Foundation Plan is adequate for the subsoil conditions, and the Committee does not assume any responsibility in this regard and no obligation or liability in this regard shall result from the Committee's review or approval of any Final Plans. No member of the Committee nor the Committee's duly authorized representative shall be liable to BGPOA, any Association, or to any Owner or any other person or entity for any loss, damage, injury or expense arising out of or in any way connected with the performance of his duties hereunder, unless due to his willful misconduct.

## **ARTICLE V. GRANT AND RESERVATION OF EASEMENTS**

BGPOA does hereby reserve and grant the following easements (which are in addition to the easements granted pursuant to the Plat or other instrument recorded prior to this Declaration) on, upon, over, across, through and under the Property for the duration of the term of this Declaration (except as hereafter provided) and for the benefit of the parties or properties as hereinafter specified for the following purposes:

### **Section 5.1. Utility & Governmental Services Easements**

An easement or easements to provide for installation, service, repair and maintenance of the equipment required to provide utility services, including (but not limited to) power, electric transmission, television cable, light, telephone, gas, water, sewer, and drainage and governmental services including police and fire protection, including reasonable rights of access for persons and equipment necessary for such purpose for the benefit of BGPOA and appropriate utility companies, agencies, franchises or governmental agencies; provided, however, no such easements will be granted with respect to any part of the Property lying beneath a Dwelling Unit or the clubhouse within the Country Club Area and provided easements (not including easements shown on the Plat) over any Lot shall be parallel to the Lot line and shall extend no further than twenty-five (25') feet from the front Lot line; no further than seven and one-half (7 ½') feet from the rear Lot line; no further than ten (10') feet from the side Lot lines not adjacent to a side street; and no further than twenty (20') feet from the side Lot lines adjacent to a side street except as otherwise permitted herein.

### **Section 5.2. Rights-Of-Way**

A nonexclusive easement or easements over and upon the Roadways to provide ingress, egress and access to and from, through and between the Property and publicly dedicated streets in favor of the Owners, their Family, agents and employees and BGPOA and its agents, employees, guests and invitees, and the providers of governmental services.

### Section 5.3. Right of BGPOA to Enter Upon the Property

An easement or easements for ingress and egress in favor of BGPOA or the designees of the Board to enter upon each portion of the Property for the purpose of the Board fulfilling its duties and responsibilities of ownership, administration, maintenance and repair and BGPOA exercising its rights all in accordance with the Documents.

### Section 5.4. Boundary Wall

An easement or easements in favor BGPOA and its designees along the exterior boundaries of the portions of the Property for the purposes of erecting, maintaining, repairing and replacing a boundary wall or fence (the "Boundary Wall"). The easement for purposes of providing access to vehicles required in connection with installation and maintenance of the Boundary Wall shall be twelve (12') feet in width and the easements for purposes of permitting the Boundary Wall to be erected on such portion of the Property shall be three (3') feet in width. The responsibility for maintaining, repairing or replacing this Boundary Wall shall be the responsibility of BGPOA. BGPOA is under no obligation to install the Boundary Wall and only reserves the right to do so.

### Section 5.5. Assignments

The easements reserved hereunder unto BGPOA may be assigned by BGPOA in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility or any other designee of BGPOA.

### Section 5.6. Encroachments

An easement for encroachment in favor of BGPOA and persons entitled to use the Common Property in the event any portion of the Improvements located on the Common Property (including Roadways, walkways and the cart paths) now or hereafter encroach upon any of the remaining portions of the Property as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement of the Improvements. An easement for encroachment in favor of Owners and Associations and persons entitled to use the encroaching Improvements in the event any portion of the Improvements not intended to be located upon the Common Property (including parking areas and buildings) now or hereafter encroaches upon any portions of the Common Property as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement of the Improvements. Any easement for encroachment shall include an easement in favor of the parties who have the obligation or right to maintain such encroaching Improvements and their designees and an easement to use the encroaching Improvements in favor of the persons entitled to use such Improvements. The encroaching Improvements shall remain undisturbed for so long as the encroachments exist.

## **ARTICLE VI. MAINTENANCE OF BOCA GROVE**

### Section 6.1. Maintenance of Residential Property

In order to further establish and preserve Boca Grove, the Owners and the Associations covenant that they shall at all times maintain the exterior portions of the Residential Property which



they own or administer (whether or not Dwelling Unit(s) have been constructed thereon) and the exterior portion of Dwelling Units, including, but not limited to, lawns, shrubbery, landscaping, sprinkler systems, driveways and pools and also the portion of Common Property to be maintained pursuant to Section 6.3, in a neat, aesthetically pleasing and proper condition at all times, including prior to construction and during construction or remodeling of the Dwelling Unit(s). In the event any Owner or Association fails to properly maintain such property pursuant to this Declaration ("Defaulting Owner" or "Defaulting Association", respectively) as shall be determined by BGPOA in its sole discretion, BGPOA shall have the right but not the obligation, upon ten (10) days written notice, to enter the property of the Defaulting Owner or Defaulting Association for the purpose of performing the maintenance referred to, set forth and described in the notice including but not limited to mowing, removing, cleaning, cutting or pruning of grass, under-brush, weeds or other growth and staining or painting, or other maintenance, repairs or replacement of the exterior surfaces of the Dwelling Unit(s) including the roof, downspouts and gutters. Entrance for such purposes by the agents or employees of BGPOA shall not be deemed to be a trespass. The cost of performing such maintenance plus a service fee of twenty percent (20%) of such costs, and the expenses of collection (if any), including court costs and reasonable attorneys' and expert fees shall be assessed against the Defaulting Owner or Defaulting Association and shall become a lien upon the property of the Defaulting Owner or the property administered by the Defaulting Association. The Defaulting Owner or Defaulting Association shall be personally liable to BGPOA for payment of amounts assessed against said Defaulting Owner or Defaulting Association and for all costs of collecting the same plus interest and attorneys' and expert fees as hereinafter provided. In the event the amounts assessed against the Defaulting Owner or Defaulting Association are not paid within twenty (20) days of the date of the assessment, the BGPOA may proceed to enforce and collect said assessments against the Defaulting Owner or Defaulting Association in any manner provided for the laws of the State of Florida, including foreclosure and sale of the property subject to the lien. Said lien shall be effective only from and after the time of recordation amongst the Public Records of the County of a written, acknowledged statement signed by and authorized agent of BGPOA setting forth the amount due. All sums expended shall earn interest at the highest rate permitted under law. Upon full payment of all sums secured by that lien, the party making payments shall be entitled to a recordable satisfaction of lien. Notwithstanding the aforesaid, the provisions of this Article may also be enforced in accordance with the provisions of Section 10.4.

In the event BGPOA performs any maintenance or clean-up work in accordance with the provisions of this Section 6.1 because a contractor has not maintained his construction site on the Residential Property in a neat, aesthetically pleasing and proper condition in accordance with the provisions of the Documents, then the contractor shall not be permitted to enter upon the Property as set forth in Section 3.3(A)(12) and shall not be permitted to continue work on such construction site unless and until the cost of such maintenance or cleanup work, plus a service fee of twenty percent (20%) of such costs, and the expenses of collection (if any) and interest as heretofore set forth has been paid in full and the contractor has placed a security deposit with BGPOA in the amount determined to be adequate by the Board to pay for any further maintenance or clean-up work which may become necessary in the event that contractor does not maintain his construction site in a neat, aesthetically pleasing and proper condition.

Persons performing landscape maintenance, sprinkler repairs or pool service for Owners or Associations or other maintenance or repair work shall be licensed persons and shall be pre-approved by BGPOA in writing prior to entering Boca Grove and performing such work. The

foregoing shall not preclude an Owner and his Family from performing landscape maintenance, sprinkler repairs or pool service or other maintenance or repair work on his own Lot or Dwelling Unit.

#### Section 6.2. Maintenance of Common Property

BGPOA has the obligation to maintain the Common Property and the Improvements thereon, including but not limited to, Roadway maintenance, grass and landscaping maintenance and drainage maintenance. Notwithstanding the foregoing and the provisions of the Plat, BGPOA shall only be required to maintain the Utility Facilities and Drainage Facilities if the Utility Facilities and Drainage Facilities are not maintained by a utility company, the Lake Worth Drainage District or some other entity.

#### Section 6.3. Miscellaneous

Notwithstanding the provisions of Section 6.1 and Section 6.2 the Owners and the Associations shall be required (i) to locate their sprinkler heads on the Residential Property and operate and maintain their sprinkler systems on the Residential Property in a manner so as to adequately irrigate certain portions of Common Property as more particularly set forth in Section 3.3(A)(34); and (ii) to keep fully sodded and maintained to the top of any curb the portion of the Roadways between the curb or pavement line and their Lots (including both sides of any sidewalk if the sidewalk is not adjacent to the paved road); and (iii) to maintain, repair and replace, as necessary, the portion of their driveways located within Common Property, including the sidewalk more particularly described in Section 3.3(A)(17) located within the driveway area.

Notwithstanding that certain portions of the Common Property are required to be irrigated by sprinkler systems located on the Residential Property, the obligation to maintain, repair and replace and to operate such sprinkler systems located on the Residential Property is that of the Owners and the Associations and not that of BGPOA.

### **ARTICLE VII. CONVEYANCE, SALES, LEASING, PURCHASE, GIFT, DEVISE, MORTGAGES AND OCCUPANCY OF DWELLING UNITS**

In order to assure a community of congenial Owners and to protect the value of the Property, the conveyance, transfer, leasing and mortgaging of Lots and Dwelling Units and the occupation of Dwelling Units shall be subject to the provisions of this Article VII and any conveyance, transfer, lease or mortgage which is not in accordance with these provisions shall be invalid, unless subsequently approved by BGPOA.

Section 7.1. Sale or Lease

No Owner may convey, transfer or dispose of his Lot or Dwelling Unit or any interest therein by making a gift, sale, lease or otherwise (except to the spouse, children or parents of such Owner or a joint tenant who satisfies the requirements of Section 7.2(C)) without approval of the Board, which approval shall be obtained in the following manner:

A. Notice to BGPOA: Each and every time an Owner intends to make a gift, sale or lease of his Lot or Dwelling Unit or any interest therein, he (the "Offeror") shall give written notice to BGPOA of such intention (the "Notice") together with the name and address of the intended transferee, purchaser or lessee, the terms of such transfer, purchase or lease and such other information as BGPOA may reasonably require on forms supplied by BGPOA (the "Offering"). The giving of such Notice shall constitute a warranty and representation by the Offeror to BGPOA that the Offering is a bona fide offer in all respects. The Notice shall be given by certified mail, return receipt requested, or delivered by hand to the Secretary of BGPOA who shall give a receipt therefor.

B. BGPOA's Election: Within thirty (30) days after receipt of the Notice, BGPOA shall either approve the Offering (an "Approval") which Approval shall not be unreasonably withheld, or disapprove the Offering. The Approval shall be in writing in recordable form signed by any two (2) members of the Board (the "Certificate of Approval") and it shall be delivered to the Offeror and the proposed transferee, purchaser or lessee named in the Offering. Failure of the Board to act within thirty (30) days after the Notice is given shall constitute Approval of the Offering, and BGPOA shall be required to prepare and deliver the Certificate of Approval to the Offeror and the transferee, purchaser or lessee of the Offeror named in the Offering.

C. Exceptions: A transfer: (a) to a joint tenant(s) whether by operation of law upon death of the other joint tenant(s), or otherwise, shall not require the approval of BGPOA provided the acquiring joint tenant(s) is a person currently approved by BGPOA for occupancy and for use of Country Club Area or was not required to be pre-approved pursuant to Section 7.5 and Section 7.7; and (b) of a Dwelling Unit by an Approved Person to a living trust under which the Approved Person is the beneficiary shall not require the approval of BGPOA; provided, however, that should title to a Dwelling Unit pass to any other beneficiary under the trust, such beneficiary shall be subject to the provisions of Section 7.4 concerning acquisition by devise or inheritance.

D. Leases: No Lot or Dwelling Unit may be leased more than two times during any 12-month period except for a Lot or Dwelling Unit which is occupied: (i) in accordance with a Board approved marketing program for Boca Grove; or (ii) pursuant to a Board approved agreement with a Participant who owns multiple Dwelling Units. The provisions of this Section 7.1 shall also apply to subleases of a Lot or Dwelling Unit but shall not apply to any Lot or Dwelling Unit owned by BGPOA.

Amended 7.1D  
January 2024  
see amendments

E. Disapproval: Grounds for disapproval by the Board for any sale or lease shall include among other things: (i) the applicant's financial ability to pay the assessments, fees, charges and any other expenses associated with ownership and maintenance of a Lot or Dwelling Unit in compliance with the Documents and, if the applicant is not an individual, the refusal to



execute a written personal guaranty to BGPOA to secure payment of such financial obligations; (ii) any criminal record of the applicant, Family or the officers, directors, partners, shareholders, members, employees, beneficiaries, trustees or settlors of the applicant, if not an individual; (iii) the applicant's understanding of and willingness to abide by the provisions of the Documents; and (iv) the delinquency in the payment of any amounts due to BGPOA at the time approval is sought, in which event, approval of a lease may be conditioned upon payment in full of all delinquent amounts and/or an assignment of rents payable to the BGPOA, as applicable, until all BGPOA accounts are made current. Notwithstanding the foregoing, no application will be disapproved contrary to applicable law.

#### Section 7.2. Mortgages

No Owner may mortgage his Lot or Dwelling Unit or any interest therein without the approval of the Board, except to an Institutional Mortgagee or an Owner selling his Lot or Dwelling Unit who takes back a purchase money mortgage to secure a portion of the purchase price. The approval or disapproval of any other mortgagees shall be within the sole and absolute discretion of the Board.

#### Section 7.3. Acquisition by Devise or Inheritance

A. Any person (natural or corporate) who has obtained a Lot or Dwelling Unit by devise or inheritance (except for the spouse, parents or children of the immediately previous Owner thereof or a joint tenant who satisfies the requirements of Section 7.1(C)) shall give to BGPOA notice thereof together with such information concerning the person(s) obtaining such Lot or Dwelling Unit on the same basis as a potential purchaser.

#### Section 7.4. Rights of Institutional Mortgagee in Event of Foreclosure

Notwithstanding any provisions in this Declaration to the contrary, an Institutional Mortgagee having a mortgage on a Lot or Dwelling Unit as of the Effective Date shall not be subject to the provisions of Section 7.2 or Section 7.3 in order to become an Owner through foreclosure or by deed in lieu of foreclosure. However, any purchaser of a Lot or Dwelling Unit at a foreclosure sale or other conveyance from an Institutional Mortgagee shall be subject to such restrictions.

#### Section 7.5. Payment of Membership Initiation Assessment.

Payment of the Membership Initiation Assessment, as required by Section 9.1, shall be made to BGPOA immediately upon conveyance of any Dwelling Unit, including any conveyance to or by an Institutional Mortgagee or a governmental authority pursuant to their lien rights; provided however, payment of the Membership Initiation Assessment shall not be required in connection with conveyances directly from an Owner to such Owner's spouse, child or grandchild. The Membership Initiation Assessment constitutes an assessment and, if unpaid when due, shall be subject to the lien rights of BGPOA which may be enforced by BGPOA in the same manner as Common Assessments in accordance with Section 10.4.

Section 7.6. Restrictions on Occupancy and Use of Membership.

A. Whenever any Dwelling Unit is to be sold or otherwise conveyed, the transferee (whether a natural person, corporation, partnership, trust or other entity) shall deliver to BGPOA a written statement (the "Designation") designating the persons seeking to be Approved Person(s), together with such information concerning the person(s) to be approved as may be reasonably required by BGPOA. A lessee of corporation, partnership, trust or other entity may be designated as an Approved Person.

B. The Designation of an Approved Person cannot be changed more than once during a calendar year, except in the case of the death of an Approved Person; provided however, if the Owner is a corporation, a partnership, or a trust, the Designation may not be changed so long as the Dwelling Unit is owned by that entity except that a spouse, child, or parent of the Approved Person may be substituted as the Approved Person in the event of the death of said Approved Person.

C. In the event the Dwelling Unit is to be sold or otherwise conveyed to two or more related or unrelated individuals representing more than one family unit, only one of the individuals may be an Approved Person.

D. No person other than an Approved Person and his Family and guests shall be permitted to occupy the Dwelling Unit or to use the Country Club Area without the written approval of BGPOA. The foregoing provision does not prohibit inclusion of a stricter provision in a document containing a declaration of covenants, restrictions and conditions for a Residential Tract.

**ARTICLE VIII.  
MEMBERSHIP AND VOTING RIGHTS IN BGPOA;  
BOARD OF DIRECTORS OF BGPOA**

Amended to add 7.7  
Maximum number of  
Dwelling Units  
January 2024 see  
amendments

Section 8.1. Membership

Each Owner shall be a Member of BGPOA subject to payment of all applicable amounts to BGPOA. Members shall be entitled to the benefits of, and be subject to, the provisions of the Documents. The voting rights of the Members shall be as set forth in the Articles. Members as well as Members with Grandfathered Status, to the extent any remain, shall be entitled to use of the Country Club Area, including use of the Golf Property, in accordance with the Documents and subject to payment of all applicable amounts to BGPOA.

Section 8.2. Board of Directors

BGPOA shall be governed by the Board which shall be elected or appointed as set forth in the Articles.

Section 8.3. Builder's Program Participants.

Participants shall not be entitled to vote on BGPOA matters. However, Participants shall be required to pay the assessments and other amounts that Members are required to pay to BGPOA to the extent, and on such terms and conditions, as the Board may determine from time to time.

Section 8.4. Compliance with Documents. Each and every Member, his Family and their guests and any lessees or sublessees residing in his Dwelling Unit and their Family and their guests shall be bound by and abide by the Documents. The conduct of the foregoing parties shall be and will be considered to be the conduct of the Member for the purpose of determining whether to suspend or terminate the Member as hereinafter set forth. A Member shall be liable to BGPOA for the expense of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by BGPOA) and also shall be liable for any increase in insurance rates as a result of the foregoing.

Each Member agrees to indemnify BGPOA against all expenses and liabilities, including counsel fees reasonably incurred by or impose upon BGPOA in connection with any proceeding to which BGPOA may be a party, or which BGPOA may become involved, by reason of personal injuries caused by the negligent or intentional acts of such Member or his Family and their guests and any lessees or sublessees residing in his Dwelling Unit and their Family and guests on the Country Club Area or in a settlement thereof (but only to the extent that such expense is not met by the proceeds of insurance carried by BGPOA) and also for any increase in insurance rates as a result of the foregoing. Nothing herein contained however, shall be construed so as to modify any waiver by insurance companies of rights or subrogation.

Any Member whose conduct or failure to comply with the provisions of the Documents, including, but not limited to, the failure to pay any amounts due to BGPOA from the Member under the Documents and whose conduct or failure to comply with the provisions of the Documents shall in the opinion of the Board be considered detrimental to the welfare of BGPOA may be suspended after due notice to such Member and the giving to him of an opportunity to be heard, as more specifically set forth below. BGPOA may suspend the rights to use all or any portion of the Common Property; provided however, a suspension may not prohibit an Owner or lessee of a Dwelling Unit from having vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park. During a suspension, a suspended Member shall still be obligated to pay all applicable assessments and other charges payable to BGPOA notwithstanding that such suspended Member and his Family and their guests and his invites and any lessees or sublessees residing in his Dwelling Unit and their Family and their guests shall not be entitled to use any of the facilities located on the Country Club Area.

In the event a Member is suspended for failure to pay any amounts payable to BGPOA, the suspension shall last until payment in full of all amounts owed to BGPOA, including applicable late fees, plus interest thereon at the highest rate allowed by law, unless other payment terms and conditions are approved by the Board.

In addition to suspension of rights to use any portion of the Country Club Area, BGPOA may levy reasonable fines, not to exceed Five Hundred (\$500.00) Dollars per violation and up to

Twenty Five Thousand (\$25,000.00) Dollars for a continuing violation, against any Member or any Member's Family, tenant, guest or invitee, jointly and severally, for any violation of the Documents.

No fine or suspension may be imposed without written notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) Members, appointed by the Board, none of whom may be officers, directors or employees of BGPOA, or the spouse, parent, child, brother or sister of an officer, director or employee of BGPOA. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the committee, by a majority vote, approves a proposed fine or suspension, the Board shall implement the fine or suspension at a duly noticed meeting of the Board of Directors, such meeting to be noticed and convened forthwith. The imposition of suspensions or fines is available for violations which pertain to failure to pay assessments or other charges due to BGPOA from any Member. However, the procedural requirements set forth above shall not apply to fines or suspensions imposed under those circumstances. BGPOA may also suspend the voting rights of any Member who fails to pay assessments levied and assessed pursuant to an adopted budget to the extent such Member's share is delinquent in excess of ninety (90) days. All of the foregoing remedies are cumulative.

#### **ARTICLE IX. MEMBERSHIP PRIVILEGES TO USE THE COUNTRY CLUB AREA**

Section 9.1. Membership Initiation Assessments. Each New Member shall pay the Membership Initiation Assessment to BGPOA upon acquisition of a Lot or Dwelling Unit and shall acquire full privileges to use the golf facilities within the Country Club Area in accordance with the provisions of the Documents. Members and their Family and guests shall have the right to use all the facilities located on the Country Club Area in accordance with, and subject to, the provisions of the Documents. Notwithstanding anything contained herein to the contrary, Membership entitles only the Approved Person, his Family and guests to use the Country Club Area except as otherwise permitted by BGPOA.

Section 9.2. Privileges of Members With Grandfathered Status. Notwithstanding anything to the contrary in the Documents, Members with Grandfathered Status, if any remain, their Family and guests shall only be permitted to use the golf facilities six (6) times during the golfing season and twelve (12) times during the non-golfing season, and during those times they are permitted to use the golf facilities, they shall be subject to all the same rules, regulations, terms and conditions, and other requirements as other Members. The Board shall determine and adopt rules regarding the definition of the "golfing season" and "non-golfing season" from time to time.

#### **Section 9.3. Transfer of Memberships.**

A. A Member shall arrange for the transfer of his Membership to the New Member in the event of a transfer permitted under the provisions of Section 7.1. Further, a Member who sells his Dwelling Unit and purchases another Dwelling Unit may transfer his Membership to the new Dwelling Unit as an appurtenance thereto provided: (i) the purchase does not occur longer than six (6) months after the sale of the previous Dwelling Unit unless a longer period is pre-approved in writing by the Board; (ii) the Member notifies BGPOA in writing and pays all

Amended 9.3  
June 2022  
see amendments

assessments and other charges during the period, if any, subsequent to the closing of the sale of his previous Dwelling Unit and prior to the closing of the purchase of his new Dwelling Unit. During such interim period, if any, such person shall have all the rights and privileges of Membership; provided however, a Member with Grandfathered Status may not transfer such status to the new Dwelling Unit.

B. When a Member transfers his Membership to BGPOA in conjunction with the sale or other conveyance of his Lot or Dwelling Unit, BGPOA shall not refund to such retiring Member any portion of the Membership Initiation Assessment except as specifically provided otherwise in the applicable membership certificate issued by BGPOA or the Former Club, as applicable, without any interest thereon (less any amounts owed to the BGPOA by such Member). The determination as to whether the Membership Initiation Assessment remains non-refundable, in whole or in part, will be determined from time to time by the Board. Should the Board change the refund policy for the Membership Initiation Assessment, such changes shall only apply prospectively and then only for so long as determined appropriate by the Board. All Members will receive refunds of the Membership Initiation Assessments, as well as any refundable golf assessments or landscaping assessments, if applicable, to the extent set forth in the Declaration, as amended, which was in effect at the time they became a Member of BGPOA or a Golf Member of the Former Club, as applicable. The foregoing provisions shall apply equally to Members with Grandfathered Status, to the extent any remain, provided however, upon the sale or other conveyance of any Lot or Dwelling Unit to a New Member, the New Member shall be required to pay the applicable Membership Initiation Assessment for such Membership.

Section 9.4. Refunds to Resigned Members. To the extent any resigned Golf Member of the Former Club remains on a waiting list for a refund of a Membership Initiation Assessment, the Golf Member of the Former Club who has been on the waiting list the longest will receive a refund when BGPOA receives a Membership Initiation Assessment in connection with the sale or other transfer of a Lot or Dwelling Unit in the Builder's Program or owned by a Member with Grandfathered Status, the intention being to refund to one Golf Member of the Former Club as each such Dwelling Unit is transferred to a New Member.

Section 9.5. Rights of Lessees. In the event a Member shall lease his Dwelling Unit in accordance with the provisions of Article VII, then the lessees shall be entitled to exercise all the rights and privileges of such Member to use the facilities located on the Country Club Area. The Member shall remain responsible for all assessments and his Individual Expenses and shall be liable to pay to BGPOA the Individual Expenses of his lessee in the event such amounts are not paid by the lessee.

The Board reserves the right to terminate use of the facilities located on the Country Club Area at any time, if in its sole discretion it determines that the lessee has not conformed to standards required by BGPOA. If the term of the lease is for more than one year, the right to continue using such facilities is conditioned upon payment of an additional year's fee and re-approval by the Board. The Dwelling Unit Owner will be held responsible for all unpaid charges incurred by the lessee, including a minimum dining room charge equivalent to that established for the Members. BGPOA will keep the Owner informed of any delinquencies in the lessee's account.

Section 9.6. Liability for Individual Expenses



All Members shall be obligated to pay for themselves and for their Family and guests and lessees the fees ("Fees"), such as locker fees, green fees, trail fees (for the right to use a golf cart on the Golf Course), golf cart licensing fees for golf carts permitted on the Golf Course, golf cart rental fees, hourly tennis court fees and fees for other facilities and restaurant and bar bills and tips as the Board shall establish from time to time. Unless the Board shall determine that cash or credit cards will be accepted, all Fees shall be charged to the account of a Member and billed and collected as Individual Expenses as described in Section 13.2.

Section 9.7. Builder's Program and Participants. The other provisions of the Declaration notwithstanding, to encourage the purchase, rehabilitation and resale of properties, the Board may approve applicants to participate in a program for Builders ("Builder's Program"). To be included in the Builder's Program, applicants must submit a written proposal to the Board that identifies the applicant and the applicant's credentials to be involved in residential real property development and/or construction and the property that the applicant proposes to rehabilitate. The applicant must purchase the real property for renovation and resale and must either be a state licensed contractor or must employ a state licensed general contractor to perform the contemplated work. The applicant has to propose, and if pre-approved, subsequently make improvements to the real property in an amount to be determined by the Board on a case-by-case basis. The applicant shall provide the Board with "before" photographs of the real property, construction plans, landscape plans and cost estimates in connection with and as part of the application process. The Board may approve or reject any applicant at the Board's sole discretion. If an applicant is approved to participate in the Builder's Program, the approved applicant shall be a "Participant" and shall:

Amended 9.7  
March 2022  
see amendments

A. Provide to BGPOA Twenty Thousand Dollars (\$20,000.00) in US Currency which BGPOA shall hold in a non-interest bearing account until the requirements set forth herein are fulfilled. If the real property is not rehabilitated and sold within two (2) years from when the Participant is approved for the Builder's Program, BGPOA shall be entitled to transfer the Twenty Thousand Dollars (\$20,000.00) being held by BGPOA into a BGPOA bank account for the BGPOA's immediate use and/or benefit.

B. Pay to BGPOA Eight Hundred Fifty Dollars (\$850.00) a month for one (1) year and One Thousand Five Hundred Dollars (\$1,500.00) a month for the second year that the real property is in the Builder's Program. If, however, a Participant takes title to real property, tears down and removes the structure that is on the real property and builds a new structure, the Participant shall pay Eight Hundred Fifty Dollars (\$850.00) a month for two (2) years.

C. Not under any circumstances live in the real property approved to be part of the Builder's Program until the real property is rehabilitated and listed for sale to a third party who shall upon the transfer of title own the real property and shall be a Member, but a Participant living in a Dwelling Unit shall not have any privileges to use the Country Club Area as a Member. Participants shall not at any time lease the real property approved to be part of the Builder's Program until the real property is rehabilitated and sold to a third party who shall upon the transfer of title own the real property and shall be a Member.

D. When construction is completed, the Participant shall provide to the Board "after" photographs demonstrating the improvements made to the real property. All construction

shall be performed in compliance with Florida Statutes, Palm Beach County Codes and the Documents, including any Final Plans approved in accordance with this Declaration.

E. If real property is not rehabilitated and sold to a third party within two (2) years (or such longer period approved by the Board due to an event or circumstance beyond the control of the Participant, as reasonably determined by the Board), the Participant shall be subject to all remedies available to BGPOA in accordance with Section 8.4 with each additional day constituting a separate violation, and shall be required to pay all Membership Initiation Assessments and other assessments, Fees and other charges charged to New Members at that time. If the Participant fails to make any required payments to BGPOA, or otherwise fails to comply with the Builder's Program's requirements, the BGPOA shall have the right to terminate the Participant's participation in the Builder's Program and can thereupon demand that payment be immediately delivered to BGPOA or BGPOA can release the \$20,000 being held and take in the funds, whichever is applicable to the Participant.

F. Notwithstanding the foregoing, the Board shall have the authority to increase, decrease or otherwise modify the requirements for Participants as the Board deems fit, including without limitation, any financial requirements, that Participants shall be required to agree to and accept. The Board in its sole and absolute discretion may also approve additional modifications to the terms, conditions and Fees that Participants with multiple Dwelling Unit will be required to comply with and honor.

## **ARTICLE X.**

### **COVENANT TO PAY COMMON ASSESSMENTS FOR COMMON EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS; CERTAIN RIGHTS INSTITUTIONAL MORTGAGES**

#### **Section 10.1. Affirmative Covenant to Pay Common Expenses**

In order to: (1) fulfill the terms, provisions, covenants and conditions contained in this Declaration; and (2) maintain, operate and preserve Common Property for the recreation, use, safety, welfare and benefit of the Owners and their Family, and their guests, invitees and lessees, there is hereby imposed upon each Contributing Unit and each Contributing Unit Owner the affirmative covenant and obligation to pay to BGPOA (in the manner herein set forth) Common Assessments including, but not limited to, the Individual Unit Common Assessments and Special Common Assessments. All Condominium Documents shall recognize (and if not, shall be deemed to recognize) that all of the covenants set forth in this Declaration including, but not limited to, the affirmative covenants and obligations to pay Common Expenses as herein set forth shall run with the land submitted to such condominium form of ownership. Any Common Assessments levied pursuant to this Declaration against any Dwelling Unit within a condominium shall be in addition to any assessments payable to the applicable Association. Notwithstanding the foregoing, in BGPOA's sole and absolute discretion, Common Assessments may be assessable against the applicable Condominium Property as a whole and against the Association responsible for the operation thereof. Each Association shall collect Common Assessments for the Contributing Units it operates and pay same to BGPOA when such Common Assessment is due in accordance with

the terms hereof. Each Owner by acceptance of a deed or other instrument of conveyance conveying a Lot or Dwelling Unit, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to BGPOA all Common Assessments for Common Expenses in accordance with the provisions of the Documents and consents and agrees to the lien rights hereunder against such Contributing Unit.

#### Section 10.2. Establishment of Liens

Any and all Common Assessments made by BGPOA in accordance with the provisions of the Documents, with interest thereon at the highest rate allowed by law and costs of collection, including, but not limited to, reasonable attorneys' and expert fees as hereinafter provided are hereby declared to be a charge and continuing lien upon the Contributing Units against which each such Common Assessment is made. Each Common Assessment against a Contributing Unit, together with interest thereon at the highest rate allowed by law and cost of collection thereof, including attorney's fees as hereinafter provided, shall be the personal obligation of the Owner of each Contributing Unit assessed. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written acknowledge statement by BGPOA setting forth the amount due to BGPOA as of the date the statement is signed. Upon full payment of all sums secured by the lien, the party making payment shall be titled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, where an Institutional Mortgagee of record obtains title to a Contributing Unit as a result of foreclosure of its mortgagee or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of Common Assessments pertaining to such Contributing Unit or chargeable to the former Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Common Assessment against the Contributing Unit in question is secured by a claim of lien for the Common Assessment that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given.

#### Section 10.3. Collection of Common Assessments

In the event any Contributing Unit Owner shall fail to pay any Common Assessments, or installment thereof, charged to such Contributing Unit Owner within fifteen (15) days after the same becomes due, then BGPOA, through its Board shall have any and all of the following remedies, to the extent permitted by law which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to BGPOA.

A. To accelerate the entire amount of any Common Assessments for the reminder of the fiscal year notwithstanding any provisions for the payment thereof in installments.

B. To advance on behalf of the Contributing Unit Owner(s) in default funds to accomplish the needs of BGPOA up to and including the full amount for which such Contributing Unit Owner(s) is liable to BGPOA and the amounts of monies so advanced, together with interest at the highest allowable rate, and all costs of collection thereof including, but not limited to, reasonable attorneys' and expert fees, may thereupon be collected by BGPOA and such advance by BGPOA shall not waive the default.



C. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of BGPOA in like manner as a foreclosure of a mortgage on real property.

D. To file an action at law to collect said Common Assessment plus interest at the highest rate allowed by law plus court costs and reasonable attorneys' and expert fees without waiving any lien rights or rights of foreclosure in BGPOA.

#### Section 10.4. Application to Membership Initiation Assessments

This Article X shall apply to all Membership Initiation Assessments on the same basis as Common Assessments.

### **ARTICLE XI. METHOD OF DETERMINING ASSESSMENTS AND PROPERTY AND OWNERS TO ASSESS**

#### Section 11.1. Determining Amount of Common Assessments

The total anticipated Common Expenses for each fiscal year shall be set forth in the Common Budget prepared by the Board not later than thirty (30) days prior to the end of the then current fiscal year. The total anticipated Common Expenses (other than those Common Expenses which are properly the subject of a Special Common Assessment) shall be apportioned among the Contributing Units to determine the Individual Unit Common Assessment by multiplying the total anticipated net Common Expenses reflected by the Common Budget, other than those Common Expenses which are properly the subject of a Special Common Assessment, (adjusted as hereinafter set forth) by a fraction, the numerator of which is one (1) and the denominator of which shall be the total number of Contributing Units ("Individual Unit Common Assessment").

#### Section 11.2. Common Assessment Payments

The Individual Unit Common Assessments shall be payable annually, in advance, on the first day of each fiscal year; provided however, the Board may also permit such amounts to be paid in installments, subject to payment of any installment fees required by the Board from time to time. The Individual Unit Common Assessments and the quarterly installments thereof as well as all Common Assessments provided for herein and all installments thereof shall be adjusted from time to time by the Board to reflect changes in the number of Contributing Units (thus apportioning all such Common Assessments and installments thereof among all Contributing Units in existence at the time such installment is due) or changes in the Common Budget or in the event that the Board determines that Common Assessments or any installment thereof is either less than or more than the amount actually required. When a Contributing Unit comes into existence during a period with respect to which a Common Assessment or installment thereof has already been assessed (the "New Contributing Unit"), the New Contributing Unit shall be deemed assessed the amount of such Common Assessment or installment thereof which was assessed against Contributing Units in existence at the time of such Common Assessment. If the payment of such Common Assessment or installment thereof was due at the time the New Contributing Unit came into existence or prior thereto, said prorated amount thereof shall be immediately due and payable.

### Section 11.3. Special Common Assessments

“Special Common Assessments” shall include, in addition to other Common Assessments designated as Special Common Assessments in the Documents, the costs of constructing, reconstructing or replacing improvements to the Common Property, whether or not for a cost or expense which is included within the definition of Common Expenses, but shall not include the Capital Expenses for Golf Property which are funded by Special Transitional Assessments. Special Common Assessments shall be paid in such installments or in a lump sum as BGPOA shall, from time to time, determine.

### Section 11.4. Liability of Contributing Unit Owners for Assessments

By the acceptance of a deed or other instrument of conveyance of a Contributing Unit, each Contributing Unit, and the Contributing Unit Owners thereof, are jointly and severally liable for their own Individual Unit Common Assessment and their applicable portion of any Special Common Assessments as well as for all Common Assessments and Membership Initiation Assessments for which they are liable as provided for herein. Such Contributing Unit Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Contributing Units for Common Expenses. Accordingly, it is recognized and agreed by each Owner who is or becomes a Contributing Unit Owner for himself and his heirs, executor, successors and assigns that in the event Contributing Unit Owners fail or refuse to pay their Individual Unit Common Assessment or any portion thereof of their respective portions of any Special Common Assessments or other Common Assessments, then the other Contributing Unit Owners may be responsible for increased Individual Unit Common Assessments or Special Common Assessments or other Common Assessments due to the nonpayment by such other Contributing Unit Owners, and such increased Individual Unit Common Assessment or Special Common Assessment or other Common Assessment can and may be enforced by BGPOA in the same manner as all other Common Assessments hereunder as provided in this Declaration.

## **ARTICLE XII. EXPENSES OF BGPOA; CERTAIN COMMON ASSESSMENT CLASSIFICATIONS AND ALLOCATIONS**

The following expenses of the Common Property and BGPOA are hereby declared to be Common Expenses which BGPOA is obligated to assess and collect and which the Contributing Unit Owners are obligated to pay as provided herein or may be otherwise provided in the Documents.

### Section 12.1. Taxes.

Any and all taxes levied or assessed at any and all times upon the Common Property or any Improvements thereto or thereon by any and all taxing authorities and water drainage districts, including, without limitation, all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments and in general all taxes and tax liens which may be assessed against the Common Property and against any and all personal property and

Improvements, which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue thereon.

#### Section 12.2. Utility Charges

All charges levied for utilities providing services for Common Property, whether supplied by private or public firm, including without limitation, all charges for water, gas, electricity, telephone, sewer, and any other type of utility or any other type of service charge.

#### Section 12.3. Insurance

The premiums on the policy or policies of insurance which BGPOA in its sole discretion determines to obtain; provided, however, that BGPOA shall obtain and maintain the following insurance coverage:

A. Property insurance in an amount equal to the current full replacement cost, exclusive of land foundation, excavation and other items normally excluded from such coverage, of all Improvements now or hereafter located upon the Common Property, such insurance to afford protection against such risks as shall customarily be covered with respect to areas similar to the corresponding property in developments similar to Boca Grove in construction, location and use.

B. A comprehensive policy of public liability insurance and, if appropriate, owners, landlord and tenant policies naming BGPOA as named insured thereof insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Common Property (including the Roadways) or any Improvements located thereon, and for any other risks insured against by such policies with limits or not less than Three Million (\$3,000,000.00) Dollars for damages incurred or claimed by any one person for any one occurrence and not less than Five Million (\$5,000,000.00) Dollars for damages incurred or claimed for any one occurrence and for not less than One Hundred Thousand (\$100,000.00) Dollars property damage per occurrence with no separate limits stated for the number of claims. Such coverage shall include as appropriate, without limitation, protection against liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered with respect to areas similar to the corresponding property in developments similar to Boca Grove in construction, location and use.

C. Adequate fidelity coverage to protect against dishonest acts on the part of officers, directors and employees of BGPOA and all others who handle or are responsible for handling funds of BGPOA, such coverage to be in the form of fidelity bonds which meet the following requirements:

- (1) Such bonds shall name BGPOA as an obligee;
- (2) Such bonds shall be written in amounts determined necessary by the Board from time to time;

(3) Such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

D. Officer and director liability insurance and liability insurance for members of the Committee, if available, as shall be determined by the Board to be required or beneficial for the protection of the members of the Board, the officers of BGPOA and the members of the Committee.

E. Such other forms of insurance and in such coverages as BGPOA shall determine to be required or beneficial for the protection or preservation of Common Property and any Improvements now or hereafter located thereon or in the best interests of Boca Grove or BGPOA.

F. All policies of insurance or fidelity bonds required to be obtained by BGPOA pursuant to this Section 12.3 shall provide that they may not be canceled or substantially modified by any party without at least ten (10) days' prior written notice to BGPOA and to each Institutional Mortgagee which is listed as a scheduled holder of a first mortgage encumbering a Dwelling Unit or a Lot in such insurance policy.

G. All costs and expenses of BGPOA in accordance with this Section 12.3 shall be Common Expenses.

#### Section 12.4. Reconstruction of Building Improvements

Any and all sums necessary to repair, replace, construct or reconstruct any Improvements upon the Common Property damaged by any casualty not covered in the whole or in part by insurance and any difference between the amount of funds necessary to repair, replace, construct or reconstruct the Improvements so damaged shall be a Common Expense, except for the costs of capital improvements which constitute Capital Expenses for Golf Property as more particularly set forth in Article XII, provided same shall be the subject of a Special Common Assessment, and BGPOA will levy a Special Common Assessment for the funds necessary to pay such Common Expense within ninety (90) days from the date such damage was incurred. BGPOA shall pay into an account with a federal or state commercial or savings bank or savings and loan association located in the County, any such funds collected by Special Common Assessment and all insurance proceeds collected by BGPOA so that the funds on deposit will equal the cost of repair, replacement, construction or reconstruction of the damaged Improvements, and BGPOA shall go forward with all deliberate speed so that such repair, replacement, construction or reconstruction shall be completed as soon as reasonably possible after the date of the damage.

Should the insurance proceeds be sufficient to repair, replace or reconstruct the building or Improvement so damaged and there remains an excess after repayment for repair, replacement or reconstruction, then any excess shall be held by BGPOA for use of BGPOA unless the Contributing Unit Owners of at least seventy-five (75%) percent of the Contributing Units then in existence shall have voted in favor of a distribution of such proceeds. After the requisite vote of the Contributing Unit Owners and the required approval of the Institutional Mortgagees are received, such excess shall be distributed to the Contributing Unit Owners and the Institutional

Mortgagees holding mortgages encumbering the said Contributing Units, as their respective interests may appear in the same ratio as a Special Common Assessment would have been levied if all Contributing Units at the time aforesaid written consent giving rise to such distribution were to be included in such Special Common Assessment. BGPOA, as a condition of distribution of the excess insurance proceeds, may require any Contributing Unit Owner and/or Institutional Mortgagee holding a mortgage encumbering any Contributing Unit to execute an instrument indemnifying BGPOA from any damage, loss, liability, costs and expenses (including, but not limited to, court costs and reasonable attorneys' and expert fees for the services of BGPOA's attorneys) arising from or in connection with such distribution and any and all actions undertaken in respect thereof.

In the event that repairs and replacements were paid for by any Special Common Assessment as well as insurance proceeds, then, if after the completion of and payment for the repair, replacement or reconstruction there shall remain any excess in the hands of BGPOA, it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds shall be deemed to be remaining Special Common Assessments which shall be returned to the Contributing Unit Owners by means of a distribution pro rata in accordance with the collection of that Special Common Assessment(s).

Notwithstanding the foregoing, in the event there is any conflict between the provisions of this Section 12.4 and the provisions of any mortgage now or hereafter encumbering any Common Property, the provisions of any such mortgage shall control as to the property encumbered thereby.

#### Section 12.5. Maintenance, Repair and Replacement

Any and all expenses necessary to: (a) maintain and preserve the landscaped, grassed and open natural portions of Common Property including such expenses as grass cutting, tree trimming, sprinkling, fertilizing, spraying and the like; (b) operate, maintain, preserve and protect the Water Management Facilities including all cost of chemically treating the waters of such areas, controlling water levels in accordance with the provisions of Section 6.3; (c) keep, maintain, operate, repair and replace any and all buildings, Improvements, personal property and furniture, fixtures and equipment upon the Common Property in a manner consistent with the development of Boca Grove and in accordance with the covenants and restrictions contained herein, and in conformity with all applicable federal, state, country or municipal laws, statutes, ordinances, orders, rulings and regulations; (d) maintain, repair and replace all street signs installed or placed on any part of the Property by BGPOA which are not maintained, repaired and replaced by the County or other applicable governmental body or agency; (e) maintain, repair and replace all signs, decorative walls, fences and other structures installed, placed or erected within any Common Property constituting signs and entry features for Boca Grove or any part thereof and the Boundary Wall, if one is installed as set forth in Section 5.4; (f) maintain and operate any street lights within or adjacent to the streets and roads within Boca Grove including, but not limited to, all charges of any utility company providing electric service for such street lights and costs for repair or replacement of damaged street lights to the extent any of such costs and charges are not paid for by governmental agencies or the utility company providing service with respect thereto; (g) maintain, operate, repair and replace the electronic security system for Boca Grove; (h) maintain, repair, and replace the communications, cable television or master antenna system, if any, operated



by BGPOA; and (i) operate, maintain, preserve and protect the Drainage Facilities and Utility Facilities in accordance with the provisions of Section 6.2. Notwithstanding the foregoing, the cost of the operation, maintenance and repair of certain portions of Common Property and certain Improvements located thereon which is to be performed by Owners and Associations as more particularly set forth in Section 6.3 shall not be a Common Expense unless actually performed by BGPOA.

#### Section 12.6. Administrative and Operational Expenses

The costs of administrations of BGPOA in the performance of its functions and the duties under the Documents including, but not limited to, costs for secretarial and bookkeeping service; salaries of employees, legal and accounting fees, security services and contracting expenses. In addition, BGPOA may retain a management company or companies or contractors to assist in the operation of Common Property, or portions thereof, and to perform or assist in the performance of certain obligations of BGPOA under the Documents and the fees or costs of any management company or contractor so retained shall be deemed to be part of Common Expenses.

#### Section 12.7. Compliance with Laws

BGPOA shall take such action as it determines necessary or appropriate in order for Common Property and the Improvements thereon to be in compliance with all laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of such action taken by BGPOA shall be a Common Expense.

#### Section 12.8. Failure or Refusal of Contributing Unit Owners to Pay Assessments

Funds needed for Common Expenses due to the failure or refusal of Contributing Unit Owners to pay Common Assessments levied shall, themselves, be deemed to be Common Expenses and properly the subject of a Common Assessment provided, however, that any Common Assessment for any such sums so needed to make up a deficiency due to the failure of Contributing Unit Owners to pay a Special Common Assessment shall, itself, be deemed to be a Special Common Assessment.

#### Section 12.9. Extraordinary Items

Extraordinary items of expense under the Documents for the Common Property such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Common Assessment.

#### Section 12.10. Matters of Special Common Assessments Generally

Amounts needed for capital improvements to the Common Property, except for those that constitute Capital Expenses for Golf Property as hereinbefore set forth, or for other purposes or reasons as determined by the Board to be the subject of a Special Common Assessment which are not inconsistent with the terms of any of the Documents, must also be pre-approved by the affirmative vote of at least a majority of the Contributing Unit Owners voting provided that at least

fifty-one percent (51%) of all Contributing Unit Owners voted except that no such approval need be obtained for a Special Common Assessment for the replacement of repair of a previously existing Improvement on Common Property which was destroyed or damaged, it being recognized that the sums needed for such capital expenditures shall be the subject of a Special Common Assessment. The aforementioned affirmative vote may be evidenced by a writing signed by the required number of the Members or by the affirmative vote of the required number of Members at any regular or special meeting of BGPOA called and held in accordance with the By-Laws evidenced by a certificate of the Secretary or an Assistant Secretary of BGPOA.

#### Section 12.11. Costs of Reserves

The funds necessary to establish an adequate reserve fund (the "Reserves") for depreciation and/or deferred maintenance of Common Property and the facilities and Improvements thereupon in amounts determined sufficient, appropriate and adequate by the Board from time to time shall be a Common Expenses. The Reserves shall be deposited in a separate account to provide such funds and Reserves. The monies collected by BGPOA on account of Reserves shall be and shall remain the exclusive property of BGPOA and no Owner shall have any interest, claim or right to such Reserves or any fund composed of same.

#### Section 12.12. Miscellaneous Expenses

The costs of all items of costs or expense pertaining to or for the benefit of BGPOA or Common Property, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Common Expense by the Board shall be a Common Expense, including but not limited to the cost of refuse collection if billed to BGPOA and not individual Owners.

#### Section 12.13. Communications Expenses

Such amounts as are billed directly to BGPOA and due BGPOA in the event BGPOA enters into a contract with a Communications Company to provide cable television service and/or any related communication services to the Common Property or Dwelling Units pursuant to an agreement which provides that BGPOA shall be billed directly for all or certain of the cable television services and/or related services rendered by the Communications Company to Dwelling Units. Notwithstanding anything to the contrary contained in this Declaration, such amounts as are charged against BGPOA directly in connection with any such communications agreement shall be billed by BGPOA against individual Dwelling Unit Owners equally or on an equitable basis consistent with the manner that BGPOA is billed for such expenses as determined by BGPOA in its discretion.

### **ARTICLE XIII. COVENANTS TO PAY TRANSITIONAL ASSESSMENTS; ESTABLISHMENT AND ENFORCEMENT OF LIENS; CERTAIN RIGHTS OF INSTITUTIONAL MORTGAGEES**

#### Section 13.1. Affirmative Covenant to Pay Transitional Assessments



A. Transitional Assessments: For so long as there are any Members with Grandfathered Status, there is hereby imposed upon each Member (other than Members with Grandfathered Status) and their Dwelling Units, the affirmative covenant and obligation to pay to the BGPOA (in the manner herein set forth) all applicable Transitional Assessments consisting of (i) Annual Transitional Assessments; and (ii) Special Transitional Assessments, if any are levied by the Board in accordance with Article IX. For clarity, BGPOA shall not accept any new Members with Grandfathered Status, and when no Members with Grandfathered Status remain on the first day on any fiscal year, Transitional Assessments will no longer be levied, the Common Budget will be revised, to the extent applicable, and all Members shall contribute equally for Common Expenses.

B. Calculation of Annual Transitional Assessments: For so long as applicable, the "Annual Transitional Assessment" shall be an amount calculated for each fiscal year as follows: Two Million Dollars (\$2,000,000) divided by the number of Members other than Members with Grandfathered Status, rounded up to the nearest dollar. For illustration purposes only, if the number of Members other than Members with Grandfathered Status is Three Hundred (300), then the Annual Transitional Assessment in the applicable fiscal year shall be equal to Six Thousand Six Hundred Sixty-Seven Dollars (\$6,667.00).

C. Calculation of Special Transitional Assessments. The "Special Transitional Assessment" shall be an amount equal to the quotient arrived at by dividing the Capital Expenses for Golf Property as reflected in the applicable Capital Budget for Golf Property by the total number of Members other than Members with Grandfathered Status. Amounts needed for Capital Expenses for Golf Property which will be the subject of a Special Transitional Assessment must also be pre-approved by the affirmative vote of at least a majority of the Contributing Unit Owners voting other than Members with Grandfathered Status provided that at least fifty-one percent (51%) of the Contributing Unit Owners other than Members with Grandfathered Status voted. The aforementioned affirmative vote may be evidenced by a writing signed by the required number of the Members other than Members with Grandfathered Status or by the affirmative vote of the required number of Members other than Members with Grandfathered Status at any regular or special meeting of BGPOA called and held in accordance with the By-Laws evidenced by a certificate of the Secretary or an Assistant Secretary of BGPOA;

D. Transitional Assessments and Condominium Documents: All Condominium Documents shall recognize (and if not, shall be deemed to recognize) that all of the covenants set forth in this Declaration including, but not limited to, the affirmative covenants and obligation to pay Transitional Assessments as herein set forth shall run with the land submitted to such condominium form of ownership. Any such assessments levied pursuant to this Declaration against any Dwelling Unit within a condominium shall be in addition to any assessments payable to the applicable Association.

E. Miscellaneous: Each Member by acceptance of a deed or other instrument of conveyance conveying a Dwelling Unit, whether or not it shall be so expressed in such deed or instrument, and by becoming a Member, other than a Member with Grandfathered Status, shall be obligated and agrees to pay to the BGPOA all applicable Transitional Assessments, all in accordance with the provisions of the Documents.

Section 13.2. Payment of Transitional Assessments and Individual Expenses.

The Transitional Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. All such installment interest, costs and/or convenience fees charged shall be considered "principal" at the end of any installment period and, if unpaid, will constitute part of the principal amount payable to BGPOA. The Individual Expenses shall be payable upon receipt of a bill therefor by the Member. When a new Member (the "New Member") joins BGPOA during a period with respect to which Transitional Assessments, or installments thereof have already been assessed, the New Member shall be deemed assessed the amount or installments thereof which were assessed against the Members, prorated from the date the New Member joins BGPOA through the end of the period in question. If the payment of such amounts or installments thereof were due at the time the New Member joined BGPOA or prior thereto, said prorated amount thereof shall be immediately due and payable.

Section 13.3. Liability of Members for Annual Transitional Assessments and Special Transitional Assessments

A. Each Member other than a Member with Grandfathered Status by accepting a deed or other instrument of conveyance of a Dwelling Unit in Boca Grove acknowledges that each Dwelling Unit owned by a Member, and the Dwelling Unit Owners thereof are jointly and severally liable for their own Annual Transitional Assessments and Special Transitional Assessments, if any. Accordingly, it is recognized and agreed by each Dwelling Unit Owner who is or becomes a Member for himself and his heirs, executors, successors or assigns that in the event Members fail or refuse to pay their Annual Transitional Assessments and Special Transitional Assessment, if any, or any portion thereof, the other Members may be responsible for increases in any such assessments because of the nonpayment by such other Members and such increased assessments can and may be enforced by BGPOA in the same manner as all other assessments hereunder as provided in this Declaration.

B. A Member with Grandfathered Status may voluntarily relinquish such status by paying to BGPOA the applicable portion of the Transitional Assessments plus a conversion fee, if any, as determined by the Board from time to time.

Section 13.4. Establishment of Liens for Transitional Assessments.

Any and all Transitional Assessments levied by BGPOA in accordance with the provisions for the Documents with interest thereon at the highest rate allowed by law and cost of collection, including, but not limited to, reasonable attorneys' and expert fees as hereinafter provided are hereby declared to be a charge and continuing lien upon the Contributing Units against which such Transitional Assessments are levied. Transitional Assessments levied against a Contributing Unit, together with interest thereon at the highest rate allowed by law and costs of collection thereof, including attorneys' and expert fees as hereinafter provided, shall be the personal obligation of the Owner of each such Contributing Unit assessed. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written acknowledged statement by BGPOA setting forth the amount due to BGPOA as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary

herein contained, where an Institutional Mortgagee of record obtains title to a Contributing Unit as a result of foreclosure of its mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of Transitional Assessments pertaining to such Contributing Unit or chargeable to the former Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Transitional Assessments levied against the Contributing Unit in question are secured by a claim of lien for Transitional Assessments that are recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given.

#### Section 13.5. Collection of Transitional Assessments

In the event any Member shall fail to pay Transitional Assessments, or any installment thereof, charged to such Member within fifteen (15) days after the same becomes due, then BGPOA through its Board shall have any and all of the following remedies, to the extent permitted by law which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to BGPOA:

A. To accelerate the entire amount of any Transitional Assessments for the remainder of the fiscal year notwithstanding any provisions for the payment thereof in installments.

B. To advance on behalf of the Member in default funds to accomplish the needs of BGPOA up to and including the full amount for which such Member is liable to BGPOA and the amount or amounts of monies so advanced, together with interest at the highest allowable rate, and all costs of collection thereof including, but not limited to, reasonable attorneys' and expert fees, may thereupon be collected by BGPOA and such advance by BGPOA shall not waive the default.

C. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of BGPOA in like manner as a foreclosure of a mortgage on real property.

D. To file an action at law to collect said Transitional Assessments or Individual Expenses plus interest at the highest rate allowed by law plus court costs and reasonable attorneys' and expert fees without waiving any lien rights or rights of foreclosure in BGPOA.

E. To suspend the Member in accordance with the provisions of Section 8.4 and Section 15.4.

F. Any other action approved by the Board.

### **ARTICLE XIV. TRACT A OF THE PLAT AND CERTAIN ADDITIONAL PROPERTY TO BOCA GROVE**

Section 14.1. Intentionally Omitted

Section 14.2. Additional Property

By Amendment to this Declaration recorded in Official Record Book 4799, Page 863, Public Records of Palm Beach County, Florida, the Plat of Island in the Grove was submitted to the terms of this Declaration. The Owners of Lots or Dwelling Units located on the said Plat shall be Members and shall be required to pay to BGPOA all applicable assessments, including without limitation, the Membership Initiation Assessment as more particularly set forth in Section 9.1.

**ARTICLE XV.  
GENERAL PROVISIONS**

Section 15.1. Lawful Use of Property

Each portion of the Property will be subject to and BGPOA and each Owner will conform to and observe all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County and any and all other governmental and public authorities and boards or officers of the same relating to such Property, any improvements thereon, or the use thereof and no illegal or immoral purpose or use shall be permitted on such Property.

Section 15.2. Incorporation Documents

Any and all deeds conveying a Lot, a Dwelling Unit or any other portion of the Property shall be conclusively presumed to have incorporated therein all of the terms and conditions of the Documents, including, but not limited to, this Declaration, whether or not the incorporation of the terms and conditions of the Document is specifically set forth by reference in such deed and acceptance by the grantee of such a deed shall be deemed to be acceptance by such grantee of all of the terms and conditions of the Documents.

Section 15.3. Notices

Any notice or other communication required or permitted to be given or delivered hereunder to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid to: (a) any Owner, at the address of the person whose name appears as the Owner on the records of BGPOA at the time of such mailing and Dwelling Unit or Lot owned by such Owner; and (b) BGPOA, at 21351 Whitaker Drive, Boca Raton, Florida 33433, or such other address as BGPOA shall hereafter notify the Owners of in writing.

Section 15.4. Enforcement

The covenants and restrictions herein contained or contained in any of the Documents may be enforced by BGPOA or the Owners of not less than twenty-five (25%) percent of the Dwelling Units if, after seven (7) days written notice of such violation or attempted violation to the offending party, the offending party has neither: (i) cured such violation or attempted violation; nor (ii) diligently pursued the cure in good faith, as reasonably determined by the Board. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such matter shall be entitled to all costs thereof including, but not limited to, reasonable attorneys' and expert

fees. BGPOA may also suspend, for a reasonable period of time, the rights of any Member or any Member's tenants, guests or invitees, or both, as further provided in Section 8.4. All of the foregoing remedies are cumulative.

#### Section 15.5. Captions, Headings and Titles

Article and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder nor the terms and provisions of the Declaration.

#### Section 15.6. Context

Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form therefor and vice versa.

#### Section 15.7. Attorneys' and Expert Fees

Any provision in this Declaration for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services, expert fees and court costs at all trial and appellate levels and post judgement proceedings and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

#### Section 15.8. Severability

In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provisions which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.



#### Section 15.9. Amendment and Modification

A. Except where a higher percentage is specifically required by this Declaration, amendments or modifications of this Declaration shall require the following:

(1) Affirmative vote of at least sixty-six percent (66%) of the Contributing Unit Owners voting provided that at least fifty-one percent (51%) of all Contributing Unit Owners voted (the aforementioned affirmative vote of the Owners may be evidenced by a writing signed by the required number of the Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of BGPOA called and held in accordance with the By-Laws evidenced by a certificate of the Secretary or an Assistant Secretary of BGPOA); and

(2) The approval or ratification of a majority of the Board.

B. Notwithstanding the foregoing provisions of this Section 15.9, amendments or modifications for correction of scrivener's errors or other non-material changes may be made by the Board without the need of a vote of the Owners.

C. Any duly adopted amendment to this Declaration shall become effective upon the recording of a Certificate of Amendment to this Declaration setting forth the amendment amongst the Public Records of the County.

D. For purposes of this Section 15.9 two or more Lots which have been combined pursuant to a Unity of Title shall be deemed to be only one Lot.

#### Section 15.10. Term

This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, benefits and liens contained herein, including, without limitation, the provisions for payment of Common Assessments and Transitional Assessments shall run with and bind the Property and inure to the benefit of BGPOA, Owners, Institutional Mortgagees, and their respective legal representatives, heirs, successors and assigns for a term of ninety-nine (99) years from the date of the recording of this Declaration amongst the Public Records of the County, after which time this Declaration shall be automatically renewed and extended for successive period of ten (10) years each unless at least one (1) year prior to the termination of such ninety-nine (99) year term or any such ten (10) year extension there is recorded amongst the Public Records of the County, an instrument (the "Termination Instrument") signed by the Owners of at least two-thirds (2/3) of all Contributing Units and the Institutional Mortgagees holding at least two thirds (2/3) of all mortgages (by number and not by unpaid amount thereof) encumbering Contributing Units agreeing to terminate this Declaration, upon which event this Declaration shall be terminated upon the expiration of the ninety-nine (99) year term or the ten (10) year extension thereof during which the Termination Instrument is recorded.

#### Section 15.11. Interpretation

In the event of a conflict between the provisions of this Declaration and the provisions of the Articles, the By-Laws, the provisions of this Declaration shall control. Any Recitals, Articles, Sections, Exhibits, Schedules and Addenda to this Declaration are incorporated by reference and

are part of this Declaration. Words indicating the singular include the plural and vice versa as the context may require. References to days, months and years are to calendar days, calendar months and calendar years, unless otherwise specifically provided. Examples used in this Agreement and references to “includes” and “including” are illustrative and not exhaustive. References to a percentage of Contributing Units Owners are to one (1) Owner per Unit and not every such Owner.

#### Section 15.12. Condemnation

In the event BGPOA receives any award or payment arising from any taking of Common Property or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of the remaining Common Property and improvements thereon to the extent deemed advisable by BGPOA and the remaining balance of such net proceeds, if any, shall then be distributed in equal shares to each Owner and to the holder of any mortgage encumbering a Dwelling Unit as its respective interest may appear.

[END OF TEXT]



**TABLE OF EXHIBITS**

EXHIBIT A	Legal Description of the Property
EXHIBIT B	Plat of Boca Grove
EXHIBIT C	Articles of Incorporation
EXHIBIT D	By-Laws

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR  
BOCA GROVE

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The real property more particularly described on Sheet 1 of the Plat of Boca Grove Plantation, recorded in Plat Book 43, Pages 179 through 183 of the Public Records of Palm Beach County, Florida, less and except Tract A of the Plat,

AND

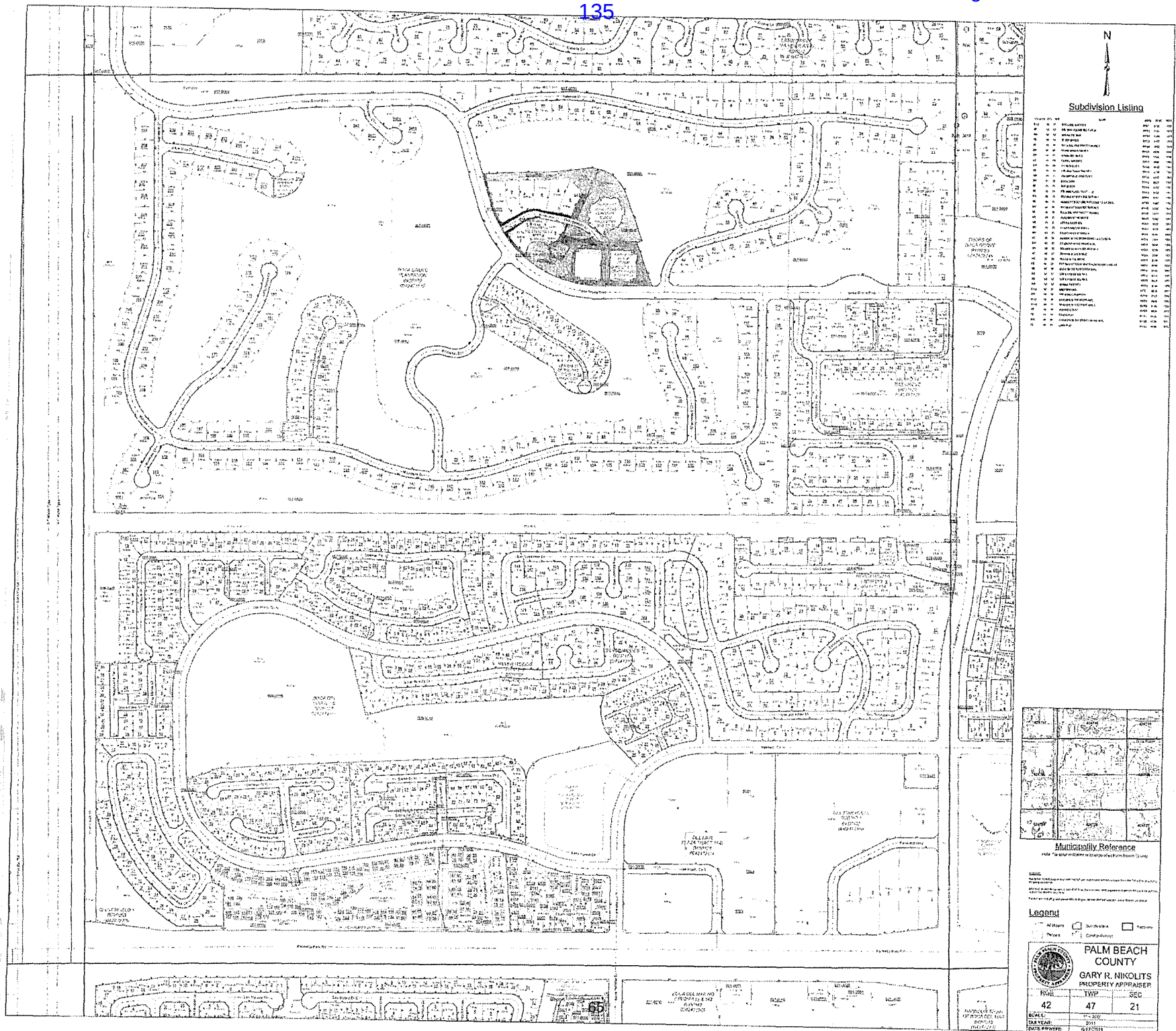
The real property more particularly describe on Sheet 1 of the Plat of Island in the Grove, an Addition to Boca Grove Plantation, P.U.D., recorded in Plat Book 60, Pages 178 and 179, of the Public Records of Palm Beach County, Florida.

AND

The real property more particularly described on Sheet 1 of the Plat of the Estates in the Grove a replat of Tract A Boca Grove Plantation P.U.D., recorded in Plat Book 60, Pages 162 and 163, of the Public Records of Palm Beach County Florida.

EXHIBIT B  
PLAT OF BOCA GROVE

DECLARATION 56



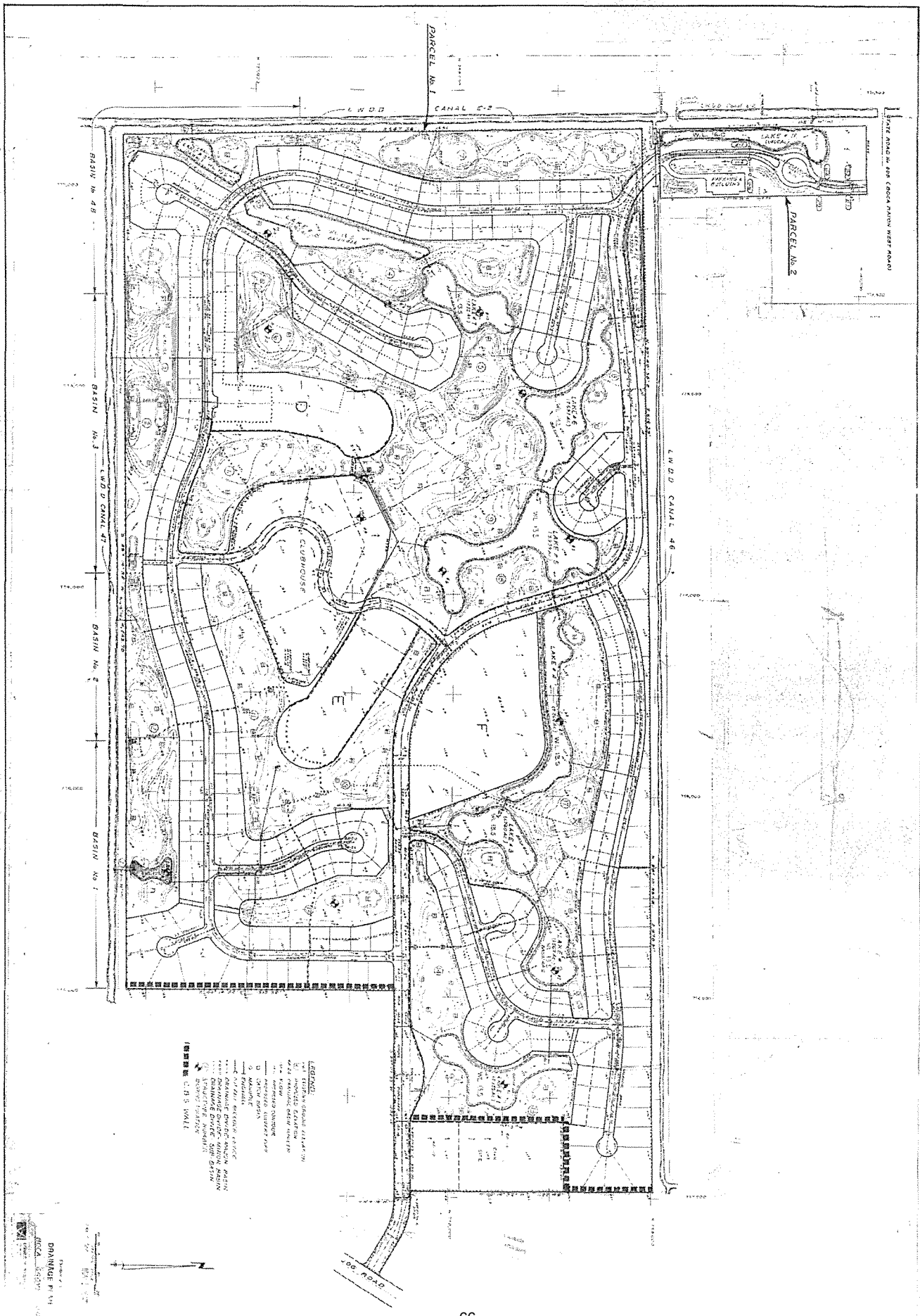


EXHIBIT C

ARTICLES OF INCORPORATION  
OF  
BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC.

DECLARATION 57

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC.**



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**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF**

**BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC.**

(a Florida Not-For-Profit Corporation f/k/a Boca Grove Plantation Property Owner's Association, Inc.)  
(originally incorporated on May 19, 1982)

The undersigned hereby certify that the following Amended and Restated Articles of Incorporation of Boca Grove Property Owner's Association, Inc., a Florida not-for-profit corporation, f/k/a Boca Grove Plantation Property Owner's Association, Inc. (the "***Corporation***" or "***BGPOA***"), were adopted by the Board of Directors of the Corporation (collectively, the "***Board***") at a meeting duly called and held for such purpose on **April 27, 2021**.

Prior to the date hereof, the Corporation was governed pursuant to the Articles of Incorporation of the Corporation dated as of July 13, 1993, as amended to date (collectively, the "***Prior Articles***"). These Amended and Restated Articles of Incorporation (these "***Articles***") amend, restate, supersede, and replace, in their entirety, the Prior Articles, including, among other things, changing the name of the Corporation from "Boca Grove Plantation Property Owner's Association, Inc." to "Boca Grove Property Owner's Association, Inc.", all effective as of **January 1, 2022** (the "***Effective Date***").

**ARTICLE I**  
**DEFINITIONS**

The following words and phrases when used in these Articles (unless the context shall prohibit) shall have the following meanings. Any capitalized term not defined in these Articles shall have the meaning given to such terms in the Declaration and/or the By-Laws (each as defined below).

"***Acts***" means, individually or collectively (as applicable), Florida Statutes, Chapter 617 and Chapter 720 (both in their present form or as they may be amended, superseded, or otherwise modified from time to time, including any and all successor legislation thereto, any rules and regulations promulgated thereunder, and interpretation thereof by any governmental authority with the force of law), which are hereby incorporated fully herein by this reference for all purposes. Except to the extent a provision of these Articles is expressly prohibited, invalid, illegal, or otherwise ineffective under either of the Acts or under any other applicable law, these Articles shall govern, even when inconsistent with, or different than, the provisions of the Acts or any other applicable law. To the extent any provision of these Articles is prohibited, invalid, illegal, or otherwise ineffective under either of the Acts or under any other applicable law, these Articles shall be deemed amended to the smallest degree possible in order to make such provision effective under the Acts (or under such other applicable law, as applicable). If either of the Acts (or such other applicable law, as applicable) is subsequently amended, superseded, or interpreted in such a way as to validate, allow, or permit a provision of these Articles that was formerly prohibited, invalid, illegal, or otherwise ineffective, such provision of these Articles shall be considered to be valid and reincorporated into these Articles from and as of the effective date of such interpretation or amendment.

"***Articles***" means this document, in its present form or as may be amended, restated, supplemented, or otherwise modified from time to time, pursuant to the terms, and subject to the conditions, herein set forth.

"***Board***" or "***Board of Directors***" means the Board of Directors of the Corporation.

"***By-Laws***" means the By-Laws of the Corporation.

"***Common Property***" means, collectively, such portions of the Nonresidential Property as are dedicated to BGPOA in the Plat or a Replat or conveyed to BGPOA, and specifically includes Tracts P, Q, R, and S of Boca Grove and private roadways as shown on the Plat, as well as the Country Club Area.

**“Country Club Area”** means collectively the Recreation Area and the Golf Property.

**“Declaration”** means that certain First Amended and Restated Declaration of Protective Covenants and Restrictions for Boca Grove, dated as of \_\_\_\_\_, and recorded in Official Record Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Palm Beach County, Florida (the **“County”**).

**“Director”** means a current member of the Board.

**“Documents”** means, in the aggregate the Plat, all Replats, the Declaration, all Replat Declarations, these Articles, the By-Laws, the Residential Property Rules, the BGPOA Rules, the Builders’ Rules, the ACC Rules, and all of the instruments and documents referred to therein or referred to herein, each as they may be amended, restated, supplemented, or otherwise modified from time to time.

**“Dwelling Unit”** means any residential dwelling unit intended as an abode for one family constructed in Boca Grove, including, without limitation, a detached single-family home, an attached or detached patio home, an attached townhouse dwelling, an attached duplex or other multiplex dwelling, or any apartment-type unit contained in any multi-unit, multi-story, residential building and, regardless of whether any of the foregoing are subject to fee simple, cooperative, condominium, rental, or other forms of ownership and possession.

**“Dwelling Unit Owner”** means the owner or owners of the fee simple title to a Dwelling Unit.

**“Institutional Mortgagee”** means (a) any leading institution having a first mortgage lien upon a Lot or Dwelling Unit including any of the following institutions: a federal or state savings and loan or building and loan association, or commercial bank doing business in the State of Florida, or real estate investment trust or bank, or mortgage banking company or any subsidiary thereof doing business in the State of Florida; (b) any “Secondary Mortgage Market Institution” including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Lot or Dwelling Unit; (c) any pension or profit-sharing funds qualified under the Internal Revenue Code; (d) any and all investing or lending Institutions, or the successors and assigns of such lenders which have loaned money to BGPOA and which hold a mortgage upon any portion of the Property securing such a loan; (e) such other lenders as BGPOA shall hereafter approve in writing which have acquired a mortgage upon a Lot or Dwelling Unit; or (f) a life insurance company doing business in the State of Florida.

**“Lot”** means each of the Lots in the Plat, recorded in Plat Book 43, Page 179, the Plat of Island in the Grove, recorded in Plat Book 60, Page 178, and Page 160, upon which a Residence may be constructed.

**“Lot Owner”** means the owner or owners of the fee simple title to a Lot.

**“Nonresidential Property”** means the portions of Boca Grove which are designated in the Declaration, a Replat, or a Replat Declaration to be used or maintained for purposes other than having Dwelling Units constructed thereon and, where the context so requires, any improvements contained thereon.

**“Owners”** means all Dwelling Unit Owners and all Lot Owners, collectively.

**“Plat”** means the instrument entitled BOCA GROVE PLANTATION as recorded in Plat Book 43, Page 179 of the Public Records of the County, a copy of which is attached as Exhibit B to the Declaration.

**“Replat”** means an instrument filed of record in the Public Records of the County in the manner required by law.

**“Replat Declaration”** means a document containing a declaration of covenants, restrictions, and conditions and any supplements or amendments thereto which may be recorded amongst the Public Records

of the County with respect and applicable to a portion of Boca Grove which is included in a particular Replat or Replats or a portion thereof.

**“Residential Property”** means the Lots and any portion of the Property so designated in the Declaration or any amendment to the Declaration, as applicable and collectively, all those portions of the Property upon which Dwelling Units may be constructed.

**“Residential Tracts”** means Tracts B, C, and D as shown on the Plat of Boca Grove, and all of the aforesaid Plats of Island in the Grove and The Estates in the Grove.

## **ARTICLE II**

### **NAME AND PRINCIPAL ADDRESS**

The name of the Corporation shall be Boca Grove Property Owner’s Association, Inc., with its principal address located at 21351 Whitaker Drive, Boca Raton, Florida 33433.

## **ARTICLE III**

### **PURPOSES**

The purpose for which the Corporation is organized is to take title to, administer, operate, and maintain the Common Property in accordance with the terms of the dedication set forth in the Plat, a replat or other instrument of conveyance, and the provisions of the Documents and to carry out the covenants and enforce the provisions of the Declaration.

## **ARTICLE IV**

### **POWERS**

The powers of the Corporation shall include and be governed by the following provisions:

A. The Corporation shall have all of the common law and statutory powers of a corporation not-for-profit.

B. The Corporation shall have all of the powers reasonably necessary to implement its purposes including, but not limited to, the following:

1. To do all of the acts required to be performed by it under the Documents.
2. To make, establish, and enforce rules and regulations governing the use of the Common Property and with respect to the construction of improvements on the Residential Property, as more particularly set forth in the Declaration and the By-Laws.
3. To (a) make, levy, and collect assessments and other charges for the purpose of obtaining funds from the Members to pay for the operational expenses of the Corporation (collectively, **“Corporation Expenses”**) and the costs of collection thereof; and (b) use and expend the proceeds of assessments and other charges in the exercise of its powers and duties hereunder.
4. To maintain, repair, replace, and operate the Common Property (including, but not limited to, any Common Property to be maintained in a natural state, utilized for recreation purposes or utilized for drainage purposes) in accordance with the Documents and the P.U.D. requirements of the County applicable to Boca Grove.
5. To perform landscape maintenance on the Lots for a fee for any Owner desiring such service and to perform landscape maintenance on all or a portion of any Residential Tract for a fee if

the Owner thereof or any Association responsible for administering such portion of the Residential Tract desires such service.

6. To enforce, by legal means, the obligations of the Members and the provisions of the Documents.

7. To contract for professional management with a general manager of the Corporation, which may be an individual, corporation, partnership, or other entity, and to delegate certain powers and duties of the Corporation to such general manager.

## **ARTICLE V**

### **MEMBERS**

A. The qualification, duties, rights, privileges, obligations, classifications (if any), and liabilities of Members, the manner of their admission to Membership, the termination of such Membership, and voting by Members shall be as more particularly set forth in the Declaration and the By-Laws.

B. Each Member shall be entitled to the benefits of its respective Membership, pursuant to the terms and subject to the conditions set forth in the Documents, and shall be bound to abide by the provisions of the Documents.

## **ARTICLE VI**

### **TERM**

The Corporation shall have perpetual existence until it is dissolved and its affairs wound up in accordance with the Documents and the Acts.

## **ARTICLE VII**

### **OFFICERS**

A. The affairs of the Corporation shall be managed by the President of the Corporation, assisted by the several Vice Presidents, a Secretary, a Treasurer, and, if any, by Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board.

B. Annually, the Board, by majority vote, shall elect the President, the Secretary, and the Treasurer of the Corporation, and as many Vice Presidents, Assistant Secretaries, and Assistant Treasurers of the Corporation as the Board shall, from time to time, determine by majority vote. The President shall be elected from amongst the Directors currently serving on the Board at the time of such election, but no other officer needs to be a Director. Any person may hold any number of offices simultaneously, provided the functions of such offices are not incompatible; provided, however, no person shall hold the office of the President while simultaneously holding any of the following offices: Vice President, Secretary, Treasurer or Assistant Secretary.

Amended VII.B  
November 2023  
see amendments

C. Any Officer may be removed by the Board, in the manner prescribed and more particularly set forth in the By-Laws.

## **ARTICLE VIII**

### **BOARD OF DIRECTORS**

The number of Directors serving on the Board at any given time shall be nine (9), except that the number of Directors may, from time to time, be reduced to either seven (7) or five (5) (or returned back to

nine (9)) upon the affirmative vote of a majority of the Board. The Directors shall be elected or appointed in the manner prescribed and more particularly set forth in the By-Laws.

## **ARTICLE IX**

### **INDEMNIFICATION**

Every Director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Corporation, or any settlement thereof, whether or not he is a Director or officer at the time such expenses incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all right to which such Director or officer may be entitled by common law or statutory law.

## **ARTICLE X**

### **BY-LAWS**

The By-Laws may be adopted by the Board, and may be amended, restated, supplemented, rescinded, or otherwise modified in the manner provided for in the By-Laws. In the event of a conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

## **ARTICLE XI**

### **AMENDMENTS**

These Articles may be amended or restated by the Board alone in the following manner:

- A. Notice of the subject matter of any proposed amendment to these Articles shall be included in the notice of the meeting of the Board at which such proposed amendment is to be considered.
- B. In order to constitute the Corporation's approval and adoption of any proposed amendment to these Articles, a written resolution approving a proposed amendment to these Articles shall be adopted by a majority vote of the Directors, certified to by the President of the Corporation, and attested to by the Secretary or Assistant Secretary of the Corporation.
- C. No amendment may be made to these Articles which shall, in any manner, reduce, amend, affect, or otherwise modify the provisions and obligations set forth in the Declaration.
- D. A copy of each amendment to these Articles shall be certified by the Secretary of State of the State of Florida.

## **ARTICLE XII**

### **REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the registered office of the Corporation is 1905 Corporate Blvd. NW, Suite 310, Boca Raton, Florida 33431, and the registered agent of the Corporation at that address shall be Michelle Tanzer, Esq., who shall also be resident agent.

## **ARTICLE XIII**

### **SUCCESSOR ENTITIES**

In the event of the dissolution of the Corporation, or any successor entity thereto, as applicable, the

Common Property shall be transferred to either a successor entity or to an appropriate governmental agency or public body, in either case, to be maintained for the purposes for which the Corporation, or any successor entity thereto, as applicable, was maintaining such Common Property in accordance with the terms and provisions under which the Common Property was being held by the Corporation, or such successor entity thereto, as applicable. Any assets of the Corporation not so disposed of shall be disposed of by a court of competent jurisdiction in the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations as such court shall determine, which are organized and operated for such purposes.

**IN WITNESS WHEREOF**, the undersigned officers of the Corporation have executed these Amended and Restated Articles of Incorporation this 28 day of October 2021.

Marc Gillman

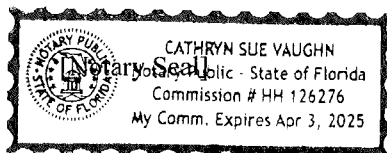
President

MS

Secretary

STATE OF Florida )  
COUNTY OF Palm Beach ) SS:

I, a notary public duly authorized in the county and state named herein above, hereby certify that on this 28 day of October 2021, by means of ☒ physical presence or ☐ online notarization, Marc Gillman and \_\_\_\_\_, as President and Secretary, respectively, of Boca Grove Property Owner's Association, Inc., a Florida not-for-profit corporation (the "**Corporation**"), each of whom ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification, did each acknowledge to me that they each duly executed the foregoing Amended and Restated Articles of Incorporation of the Corporation, affixing the corporate seal of the Corporation thereto, and that each of them is a duly-authorized officer of the Corporation with all power and authority to take the aforementioned actions with respect to the Corporation, and that such actions constitute acts of the Corporation.



Cathryn S. Vaughn  
NOTARY PUBLIC  
Print Name: Cathryn S. Vaughn  
My Commission Expires: April 3, 2025



EXHIBIT D  
BY-LAWS  
OF  
BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC.

DECLARATION 58

**AMENDED AND RESTATED BY-LAWS**  
**OF**  
**BOCA GROVE PROPERTY OWNERS' ASSOCIATION, INC.**

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**AMENDED AND RESTATED BY-LAWS  
OF  
BOCA GROVE PROPERTY OWNERS' ASSOCIATION, INC.**

**ARTICLE I**

**IDENTIFICATION OF BGPOA**

These are the By-Laws (these “***By-Laws***”) of Boca Grove Property Owners’ Association, Inc. (“***BGPOA***”) as duly adopted by its Board of Directors (collectively, the “***Board***”). BGPOA is a corporation not-for-profit, organized pursuant to Chapter 617, Florida Statutes.

Section 1.1. Office. The office of BGPOA shall be at 213351 Whitaker Drive, Boca Raton, Florida 33433, and thereafter may be located at any place in Palm Beach County, Florida (the “***County***”), designated by the Board.

Section 1.2. Fiscal Year. The fiscal year of BGPOA shall be the calendar year unless otherwise determined by the Board.

Section 1.3. Corporate Seal. The seal of the corporation shall bear the name of the Corporation; the word “Florida”; the words “Corporation Not-For-Profit” (or a correlative phrase).

**ARTICLE II**

**CERTAIN DEFINED TERMS; CONTEXT; THE ACTS**

Section 2.1. Certain Defined Terms. The capitalized terms defined in the Articles of Incorporation of BGPOA (the “***Articles***”), as well as those in the Declaration (as such term is defined in the Articles), are incorporated herein by this reference.

Section 2.2. Context. Whenever the masculine or singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Section 2.3. The Acts. Florida Statutes, Chapter 617 (the “***Florida Not-For-Profit Corporation Act***”) and Chapter 720 (the “***Homeowners’ Association Act***” and, together with the Florida Not-For-Profit Corporation Act, both in their present form or as they may be amended, superseded, or otherwise modified from time to time, including any and all successor legislation thereto, any rules and regulations promulgated thereunder, and interpretation thereof by any governmental authority with the force of law, collectively, the “***Acts***”) are hereby incorporated fully herein by this reference for all purposes. Except to the extent a provision of these By-Laws is expressly prohibited, invalid, illegal, or otherwise ineffective under either of the Acts or under any other applicable law, these By-Laws shall govern, even when inconsistent with, or different than, the provisions of the Acts or any other applicable law. To the extent any provision of these By-Laws is prohibited, invalid, illegal, or otherwise ineffective under either of the Acts or under any other applicable law, these By-Laws shall be deemed amended to the smallest degree possible in order to make such provision effective under the Acts (or under such other applicable law, as applicable). If either of the Acts (or such other applicable law, as applicable) is subsequently amended, superseded, or interpreted in

such a way as to validate, allow, or permit a provision of these By-Laws that was formerly prohibited, invalid, illegal, or otherwise ineffective, such provision of these By-Laws shall be considered to be valid and reincorporated into these By-Laws from and as of the effective date of such interpretation or amendment.

### **ARTICLE III**

#### **MEMBERSHIP; MEMBERS' MEETINGS; ELECTION OF DIRECTORS; MEMBER VOTING**

Section 3.1. Qualification of Members; Admission to Membership. The qualification of members of BGPOA (each, individually, a "*Member*" and, collectively, the "*Members*"), the manner of their admission to membership in BGPOA, the termination of such membership, and the voting by Members shall all be as set forth in these By-Laws and the Declaration.

Section 3.2. Annual Members' Meetings. The Members shall meet annually (each, an "*Annual Members' Meeting*"). Each Annual Members' Meeting shall be held at the office of BGPOA or at such other place in the County as the Board may determine and designate during the month of February of each year. Alternatively, the Annual Members' Meeting may be held electronically via the Internet or otherwise when determined appropriate by the Board to the fullest extent permitted under the Acts, provided the Members can hear the proceedings and participate in a manner similar to the level of participation permitted at a physical, in-person meeting. The purpose of the Annual Members' Meeting shall be to elect the applicable Directors, hear reports of the Officers (each as defined below) and transact any other business authorized to be transacted at such Annual Members' Meeting.

Section 3.3. Special Meetings of the Members. Special meetings of the Members (each a "*Special Meeting*") shall be held at any place within the County whenever called by the President or Vice President or by a majority of the Board. Alternatively, any Special Meeting may be held electronically via the Internet or otherwise when determined appropriate by the Board to the fullest extent permitted under the Acts, provided the Members can hear the proceedings and participate in a manner similar to the level of participation permitted at a physical, in-person meeting. A Special Meeting must be called by such President or Vice President upon receipt of a written request from one-third (1/3) of the total number of votes entitled to be cast by Members.

Section 3.4. Notice Requirements for Members' Meetings; Waiver of Notice. A written notice of all Members' meetings, whether the Annual Members' Meeting or Special Meeting (each, a "*Meeting*"), shall be delivered to each Member at his last known physical address or e-mail address (as applicable) as it appears on the books of BGPOA and shall be mailed or sent via e-mail or other electronic format (as determined by the Board, to the fullest extent permitted under the Acts) to the said address not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. In the event any matter is to be submitted to a vote of the Members, a written or electronic ballot describing the matters to be voted on shall be included in the notice of Meeting. Proof of such delivery shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. All notices shall be physically or electronically signed by an Officer. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing (in writing or electronically) a document setting forth the waiver of such notice.

Section 3.5. Written Action of the Members in Lieu of a Meeting; Approval of the Members. The Members may, at the discretion of the Board, act by written response in lieu of a Meeting, provided

written notice of the matter or matters to be decided is given to the Members or duly waived in accordance with the provisions of these By-Laws. Unless some greater number is required under the Documents, the decision of a majority of the eligible votes cast by Members present in person, by proxy or electronically (as determined by the Board to the fullest extent permitted under the Acts), at any Meeting of the Members as to the matter or matters to be agreed or voted upon shall be binding on the Members, provided a quorum is either present (in person, by proxy or electronically) at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by BGPOA. Notwithstanding any other provision contained herein to the contrary, each Member who is delinquent in payments of any kind whatsoever to BGPOA ("BGPOA Assessments"), or who is otherwise not in good standing, shall not be entitled to have his vote counted for any purpose.

Section 3.6. Quorum Requirements.

- (a) A quorum of the Members shall consist of Members entitled to cast thirty percent (30%) of the total number of votes of the Members entitled to vote at any such Meeting. Limited proxies, general proxies, electronic, and/or telephonic presence may be used to establish a quorum to the fullest extent permitted under the Acts.
- (b) Any Member may join in the action of any Meeting by signing and concurring in the Minutes thereof and such a signing shall constitute the presence of such Member for the purpose of determining a quorum. When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the limited proxy shall be required to decide the question. However, if the question is one upon which a vote other than majority vote of a quorum is required by express provision of the Documents, then such express provision shall govern and control the required vote on the decision of such question.

Section 3.7. Failure to Satisfy Quorum Requirements; Adjournment of Meetings. If a quorum is not attained at a Meeting, the Members who are present, either in person, by proxy or electronically, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

Section 3.8. Minutes of Meetings of the Members. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by Members, their authorized representatives, and Directors (defined below) at all reasonable times.

Section 3.9. Proxies. Votes may be cast in person or by limited proxy, except to the extent expressly prohibited pursuant to these By-Laws, the other Documents, and/or under the Acts. "Limited Proxy" is defined to mean a proxy instrument containing the appointment of a person to cast votes as directed in the limited proxy. Proxies shall be in writing signed by the person or entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the proxy, any adjournments thereof; provided, however, no proxy shall be valid for a period longer than ninety (90) days after the date of the first Meeting for which it was given. A proxy must be filed with the Secretary of BGPOA before the appointed time of the Meeting in order to be effective. Any proxy may be revoked prior to the time a vote is cast according to such proxy.

Section 3.10. Secret Ballots. The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of ten (10%) percent of the votes represented at such Meeting and entitled to be cast on such matter if such request is made prior to the vote in question. The presiding Officer of the Meeting shall call for nominations for Inspectors to collect and tally written ballots upon the completion of balloting upon that matter.

Section 3.11. Nominations and Elections of Directors at Annual Members' Meetings; Vacancies.

- (a) The Nominating Committee of BGPOA, in addition to other responsibilities specified in these By-Laws and the other Documents, shall supervise the election, prepare ballots, count and verify ballots and proxies, disqualify votes if such disqualification is justified under the circumstances, and certify the results of the election of Directors to the Board. The Nominating Committee shall be able to determine questions within its jurisdiction, by a plurality vote of the current members serving on the Nominating Committee; provided, however, matters resulting in a deadlocked vote of the Nominating Committee shall be referred to the Board for resolution.
- (b) Pursuant to Section 4.12(a)(v), the Board shall appoint the members of the Nominating Committee not less than one hundred twenty (120) days prior to the next Annual Members' Meeting. Following such appointment, the members of the Nominating Committee shall hold an organizational meeting by no later than fifteen (15) days after the date they were appointed. The members of the Nominating Committee shall elect, by majority vote, a Committee Chairperson (defined below) of the Nominating Committee at such organizational meeting.
- (c) No person may serve on the Nominating Committee for consecutive years.
- (d) No member of the Nominating Committee shall simultaneously be a Director.
- (e) No member of the Nominating Committee shall simultaneously be a candidate for election to the Board.
- (f) The Nominating Committee shall nominate at least one (1) more candidate than the current number of open Director positions on the Board, provided there are sufficient qualified candidates available; the Nominating Committee may nominate up to twice the current number of open Director positions on the Board; and the Nominating Committee shall consider the qualifications of prospective candidates, including without limitation, the length of time spent residing in Boca Grove, the commitment to remain residing in Boca Grove, the service on the Board or any Committees and such other characteristics deemed appropriate by the Nominating Committee from time to time.
- (g) The Nominating Committee shall deliver to the Secretary of BGPOA its list of nominees no later than sixty (60) days prior to the Annual Members' Meeting.
- (h) The Secretary shall mail, or send via e-mail or other electronic format (as determined by the Board, to the fullest extent permitted under the Acts), a copy of the Nominating Committee's nominations for Director to each Member, not less than forty-five (45) days prior to the Annual Members' Meeting.
- (i) Any Member may nominate himself for any open Director position, pursuant to Section 720.306(9)(a) of the Homeowners' Association Act, provided that any such nomination must

Amended 3.11  
October 2023 &  
November 2024  
see amendments

Amended 3.11  
November 2024  
see amendments



be given to the Secretary at least thirty (30) days before the Annual Members' Meeting at which time nominations shall be closed for inclusion on the ballot (with respect to each year, the "***Nomination Deadline***"), on or before 6:00 p.m. Eastern Time on the Nomination Deadline; petitions for nominations which are not received by the Secretary on or before 6:00 p.m. Eastern Time on the Nomination Deadline shall be disregarded. Only Members whose names are included on the ballot may address the Members at any formal "Candidates' Night" or other candidates' forum sponsored by the Board.

- (j) Not less than twenty (20) days prior to the Annual Members' Meeting, the ballot listing the names of all of the Director nominees (whether selected by the Nominating Committee or nominated by a timely and proper petition, pursuant to these By-Laws) shall be mailed, or sent via e-mail or other electronic format (as determined by the Board to the fullest extent permitted under the Acts), to each Member.
- (k) If a nominee nominated by the Nominating Committee withdraws prior to the delivery of the ballot, then the Nominating Committee shall nominate a new candidate in lieu thereof.
- (l) No proxies will be permitted for the purpose of electing Directors.
- (m) In the event of a tie vote for any Director position on the Board, the Annual Members' Meeting will be temporarily adjourned, and shall be reconvened approximately four (4) weeks after the date of the original Annual Members' Meeting for the purpose of holding a run-off election.
- (n) The Nominating Committee is charged with the responsibility of conducting the election proceedings at each Annual Members' Meeting, coordinating the tallying of the ballots and announcing the results.

Section 3.12. Inspection of Corporate Records by Members.

- (a) Members of BGPOA may inspect official records of BGPOA by the delivery to the Board or to the managing personnel of BGPOA of a written request describing, with reasonable particularity, (i) those records to be reviewed and (ii) the purpose of such inspection, which constitutes a "proper purpose". All inspections by any Member, and all requests therefor, must be for a "proper purpose"; for purposes of these By-Laws, "proper purpose" shall mean a purpose reasonably related to the requesting Member's interests as a Member. Official records shall be open for inspection and available for copying within ten (10) business days after receipt of a written request to inspect such records, subject to the restrictions contained herein. Neither BGPOA nor any agent shall be required to review any records to obtain requested information for a Member. BGPOA's only obligation is to provide access to official records. BGPOA is not required to review or interpret records for any Member.
- (b) Compliance with any legal requirement to permit inspection shall be deemed complete upon the earlier of one (1) of the following: (i) delivery of written notice to the requesting Member that the records are available for inspection; (ii) the date upon which the requested records are available for inspection by the Member per oral or written notice to such Member; and/or (iii) the date inspection by the Member actually occurs. In the event copies of official records are requested without a prior inspection of such records by the Member, BGPOA may, at its option, require the Member to physically inspect the records prior to allowing the Member to make such copies.

- (c) Members shall be required to reimburse BGPOA for any copies of official records requested or provided. The minimum rate to be charged will be the highest permitted under the Acts. In addition to copying charges, BGPOA may charge a flat-rate administrative charge of up to \$50.00 per inspection (or the actual cost, if greater) to cover any administrative costs incurred by BGPOA (including, but not limited to, employee overtime) for record retrieval and/or supervision during inspection. BGPOA may, at its option, require the requesting Member to designate an outside copying service to perform any copying services.
- (d) Inspection rights may be exercised by a Member's authorized agent, provided the Member has advised BGPOA in writing as to his consent to inspection along with the name of the Member's authorized agent. Such authorization shall not be indefinite, and shall extend only to the specific records requested in a single request.
- (e) A Member's right to inspect records shall be limited to one (1) request per two-month period. Any request may seek inspection of more than one (1) record, or class of records. If two (2) separate written requests are submitted on the same day, they shall be deemed to be two (2) requests. It shall be the responsibility of the requesting Member to designate which of the two (2) requests should be considered.
- (f) Any Member who destroys, damages, alters, or removes any official record of BGPOA shall be subject to reasonable fines in the maximum amount permitted by law and/or as otherwise authorized pursuant to Section 15.4 of the Declaration. The imposition of a fine shall not relieve or release the offending Member from any additional obligations to reimburse BGPOA for damages for the loss or destruction of its property, and/or for replacement of the same.
- (g) BGPOA may deny any demand for inspection made pursuant to this Section 3.12 or pursuant to the Acts if (i) the requesting Member's demand for inspection is not for a proper purpose, (ii) the requesting Member has, within two (2) years preceding his demand, sold or offered for sale any list of the Members of BGPOA or of members of any other corporation (or has aided or abetted any person in procuring any list of members), or (iii) has improperly used any information secured through any prior examination of the records of BGPOA or of any other corporation.

Section 3.13. Voting Rights of the Members; Majority Approval of the Members.

- (a) There shall be one (1) vote for each Contributing Unit which may be cast by the applicable Members pursuant to the Documents; provided, however, the foregoing provisions of this Section 3.13(a) shall not apply to, and shall expressly exclude, any Members whose voting privileges have been suspended, terminated, revoked, or otherwise limited in accordance with the Documents.
- (b) Except to the extent explicitly required otherwise under the Acts, or to the extent specifically provided otherwise in the Documents, any proposed action of BGPOA submitted to the Members for adoption or approval pursuant to the Documents, shall be adopted and approved by the affirmative vote of a majority of the eligible votes cast by the Contributing Unit Owners (provided that, with respect to a Special Meeting, such Meeting was called for such purpose) at which a quorum is achieved.

- (c) Any vote by a Member hereunder can be cast (i) by written ballot, e-mail, or electronic ballot or other electronic voting system, if such a procedure is adopted by the Board, and/or (ii) by proxy, in person or electronically at a Meeting, in accordance with the procedures as set forth herein and as otherwise established by the Board to the fullest extent permitted under the Acts.

Section 3.14. Admission to Membership; Rights, Privileges, and Obligations of Members. All other qualifications, duties, rights, privileges, obligations, classifications (if any), and liabilities of Members, the manner of their admission to Membership, assessments payable by the Members, the termination of such Membership, resignation from Membership, the transfer of any Membership, and voting by Members, shall be as more particularly set forth in the Declaration and in the Articles.

Section 3.15. Activities Permittees. The Board may, but is not required to, permit individuals who are not Owners to participate in certain BGPOA activities at the Country Club Area on such terms and conditions, and subject to payment of such amounts, as determined appropriate from time to time by the Board ("*Activities Permittees*"). In the event the Board authorizes Activities Permittees, the number shall be limited by the Board to ensure that Members' pace of play on the Golf Course is not materially and negatively affected. Notwithstanding anything to the contrary in the Documents, Activities Permittees shall not be Members and shall not have the right to vote on any BGPOA matters or issues.

#### ARTICLE IV

##### **BOARD OF DIRECTORS; MEETINGS OF THE BOARD OF DIRECTORS**

Section 4.1. Management by the Board; Certain Powers of the Board. The business and administration of BGPOA shall be managed and conducted by the Board. Without limiting any other right, power, privilege, authority, or duty of the Board granted or delegated thereto under the Documents or pursuant to the Acts, the Board shall have the exclusive right, power, and authority to determine, impose, and control, in its sole discretion (but subject to all other provisions of the Documents), all terms, policies, rules, procedures, rights, privileges, and other restrictions and conditions related to the use of, and access to, the Country Club Area by any non-Member.

Section 4.2. Designation of Directors; Eligibility and Qualification. The designation of persons to serve on the Board from time to time (each, individually, a "*Director*" and, collectively, the "*Directors*") shall be conducted in accordance with these By-Laws and the other Documents. In order to be eligible for nomination, designation, appointment or election to the Board, or to continue to serve on the Board, a Member must be and remain in good standing and current in his obligations to BGPOA in accordance with the Acts. Any person serving on the Board shall also be deemed to be automatically disqualified and to have submitted a resignation in the event that such person (i) misses three (3) or more consecutive, duly-noticed meetings of the Board, unless such absences were, in each case, excused by the Board in writing; or (ii) lists his Dwelling Unit for sale without also entering into a bona fide contract to purchase a substitute Dwelling Unit.

Amended 4.2  
October 2023  
see amendments

Section 4.3. Rights, Privileges, Duties, and Obligations of Directors; Term of Directorship.

- (a) Any person eligible, pursuant to the Documents and the Acts, to be appointed as a Director, may nominate himself, provided that such nomination is in accordance with the requirements under these By-Laws and the Acts. BGPOA's election process allows candidates to be nominated in advance of the meeting, therefore BGPOA is not required to allow nominations at any Annual Members' Meeting.

- (b) Any person elected, appointed, or designated as a Director shall have all the rights, privileges, duties, and obligations of a Director of BGPOA pursuant to the Documents and (to the extent not inconsistent therewith) under the Acts.
- (c) Each Director serving on the Board as of the Effective Date shall continue to serve on the Board in such capacity for the remainder his respective term. At the first Annual Members' Meeting to occur following the Effective Date the terms of the Directors shall remain staggered. Therefore, at each Annual Members' Meeting, the nominees receiving the three (3) highest vote tallies shall each be elected to serve as a Director on the Board for a term of three (3) years. If there are other vacancies created on the Board of Directors by resignation, the person receiving the fourth highest vote tally will be elected to fill a possible two (2) year term vacancy, and correspondingly the person receiving the next lower vote tally will be elected to fill a possible one (1) year term vacancy.
- (d) If from time to time, a vacancy occurs on the Board of Directors, subsequent to the Annual Members' Meeting, the Board of Directors shall elect, by majority vote, a Member to fill the vacancy. The newly elected Board member will serve the remainder of the resigned Board member's term.
- (e) Notwithstanding the provisions of Section 4.3(d), if the number of Directors elected at any Annual Members' Meeting is insufficient to fill the number of Director positions open in any Director class, then, in such an event, the remaining Director positions open in such Director class shall be filled by the affirmative vote of the majority of the Directors then serving on the Board (which shall exclude the Directors in the outgoing Director class, and shall include the Directors in the newly-elected, incoming Director class), even if such number of Directors constitutes less than a quorum or there is only one Director. Any Director appointed pursuant to this Section 4.3(e) shall be deemed to be a member of the incoming Director class newly elected at the most recent Annual Members' Meeting, and the term of any such Director shall be a three (3) year term.
- (f) Except to the extent expressly provided under the Documents, the term of a Director's service shall extend until his successor is duly designated and qualified, or until he resigns or is removed in the manner prescribed and more particularly set forth elsewhere in the Documents.

Section 4.4. Organizational Meeting of Newly Elected Board; Notice of Meeting. The organizational meeting of a newly elected Board shall be held within ten (10) days of their designation at such place and time as shall be fixed by the Board. No further notice of the organizational meeting shall be necessary.

Section 4.5. Meetings of the Board. Regular meetings of the Board may be held at such times and places within the County as shall be determined from time to time by a majority of the Directors then serving on the Board. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors then serving on the Board. Such special meetings may be held in the County at such time and place as determined by the Directors requesting such meeting, or in such other place as the Board shall unanimously agree. Notwithstanding the foregoing provisions of this Section 4.5, all meetings of the Board (including, without limitation, the requirements for calling any special meeting of the Board) shall be subject to and in accordance with the requirements under the Acts. Accordingly, meetings of the Board



shall be open to Members, except when permitted or required to be closed in accordance with the Acts. Notwithstanding the foregoing, any meeting of the Board may be held electronically or otherwise when determined appropriate by the Board, provided the Directors and any attendees can hear the proceedings and participate in a manner similar to the level of participation permitted at a physical, in-person meeting.

Section 4.6. Notice Requirements for Meetings of the Board; Waiver of Notice. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone, telegraph, e-mail, or other electronic format (to the fullest extent permitted under the Acts) at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of any meeting of the Board, provided such waiver is in writing and delivered to the Board at any time before, during, or after such meeting, and such waiver shall be deemed equivalent to the receipt of notice by such Director.

Section 4.7. Quorum Requirements; Approval of Board; Adjournment of Meetings. A quorum of the Board shall consist of the number of Directors entitled to cast a majority of the votes of the entire Board. A Director may join in the action of a meeting of the Board by signing the minutes thereof, and such signing shall constitute the presence of such Director for the purpose of determining a quorum. Matters approved by a majority of the Directors present at a meeting of the Board at which a quorum of the Directors is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law or in any of the Documents. If, at any meetings of the Board, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting of the Board that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting of the Board, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

Section 4.8. Presiding Officer of Meetings of the Board. The presiding Officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of the other Directors to preside.

Section 4.9. Minutes of Meetings of the Board. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members, their authorized representatives, and the Directors at all reasonable times.

Section 4.10. Member Access to Meetings of the Board; Notice to Members. Meetings of the Board shall be open to all Members, and notices of Board meetings shall be posted in a conspicuous place on the Common Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any Board meeting in which Assessments applicable to the Members are to be established shall specifically contain (i) a statement that Assessments shall be considered, and (ii) a statement of signature of such Assessments.

Section 4.11. Emergency Actions of the Board; Approval by the Board. Any emergency action required to be taken by the Board under the Documents, or otherwise permitted to be taken by the Board at a meeting of the Board pursuant to Section 720.316 of the Homeowners' Association Act, may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Directors. Notwithstanding the foregoing provisions of this Section

4.11, all emergency actions of the Board (including, without limitation, the requirements for voting on any such matter) shall be subject to and in accordance with the requirements under the Acts.

Section 4.12. Committees of the Board. The Board shall establish from time to time certain standing and ad hoc committees (“*Standing Committees*” and “*Ad Hoc Committees*”, respectively, and referred to individually as a “*Committee*”) provided however, in order to be eligible to serve on any Committee, the Member must be in good standing and current in his obligations to BGPOA, and must not have listed his Dwelling Unit for sale without also entering into a bona fide contract to purchase a substitute Dwelling Unit. The various Committees will be responsible for advising and making recommendations to general manager of BGPOA (the “*General Manager*”) and the Board, and to implement the overall policy and goals established by the Board. The Committees shall be established in accordance with the following:

Amended 4.12  
December 2023  
see amendments

(a) The initial Standing Committees are:

- (i) Architectural Control Committee. The establishment of the Architectural Control Committee, including, without limitation, the composition, purposes, functions, duties, obligations, rights, authority, and privileges thereof, appointments of Members thereto, and the resignation, and removal of Members therefrom, shall be as set forth in the Declaration and as the Board may, from time to time, otherwise prescribe.
- (ii) Audit Committee. The Audit Committee shall be composed of at least three (3) but no more than six (6) Members. At least two (2) Members shall have expanded audit and financial knowledge where possible, must be independent of BGPOA management and shall not receive any consulting, advisory, or compensatory fee in an entity that conducts business with BGPOA. No Member shall serve simultaneously on the Audit Committee and the Budget and Finance Committee. The Audit Committee shall assist the Board in fulfilling its oversight responsibilities, and shall have the following primary duties: to monitor the integrity of BGPOA’s financial accounting processes and systems of internal controls regarding finance, accounting and the use of assets; to monitor the independence and performance of BGPOA’s external auditors and internal auditing functions, including approving any related audit or non-audit services to be provided by such firm, taking into account whether such services would impair the firm’s independence; to provide an avenue of communication among the external auditors, management and the Board; to establish policies and procedures to prevent financial fraud; and to make recommendations to the Board regarding budget control.
- (iii) Budget and Finance Committee. The Budget and Finance Committee shall be composed of no less than seven (7) Members. The Treasurer of the Board shall serve as the Board Liaison (defined below) and may also serve as the Committee Chairperson (defined below). The Treasurer shall appoint a “Vice Chairperson” of the Budget and Finance Committee, who shall not be a member of the Board. The Budget and Finance Committee may investigate and make recommendations as to all matters pertaining to BGPOA’s finances including, but not limited to, the submitted cost of insurance premiums, the filing of tax returns and other financial documents required by federal, state, or municipal authorities, the payment of

taxes, and the preparation of all financial reports to the Board pertaining to the BGPOA's financial condition. Not less than six (6) months prior to the end of each fiscal year, the Board shall inform the Budget and Finance Committee of BGPOA's future financial goals and objectives. Not less than seventy-five (75) days prior to each fiscal year end, the General Manager shall submit a proposed Budget (defined below) to the Board, which has been reviewed and approved by the Budget and Finance Committee.

- (iv) Executive Committee. The Executive Committee shall be composed of BGPOA's four (4) officers (President, Vice President, Secretary, and Treasurer), plus one (1) additional Director elected by majority vote of the Board. The Board shall have the power to create additional executive committees of the Board, in each case, consisting of not less than three (3) Directors, and which shall have and exercise such powers of the Board as may be delegated thereto by the Board.
  - (v) Nominating Committee. The Board shall appoint the members of the Nominating Committee composed of no less than five (5) Members, but in any event, always an uneven number, to fulfill the duties and obligations of the Nominating Committee as further provided in Section 3.11 of these By-Laws.
- (b) The Board (by majority vote) and/or the President (individually) shall have the authority to create, appoint, and designate Ad Hoc Committees as deemed necessary or appropriate, and in the best interests of BGPOA, from time to time. The duties of each Ad Hoc Committee will be as delegated by the President or the Board, as determined to be appropriate for the proper conduct of the business, management, operation, and affairs of BGPOA. The President's creation of any Ad Hoc Committee, and all appointments thereto, shall be reported to the Board as soon as reasonably practicable. The term of each Ad Hoc Committee, and the term of each committee member serving on such Ad Hoc Committee, shall expire upon the earlier to occur of (A) the President's direction, or (B) the expiration of the President's term of office.
- (c) No Committee shall make any expenditure or incur any obligation on behalf of BGPOA, except on approval of the Board. Each Committee shall report and make recommendations to the General Manager and the Board as directed or otherwise appropriate. No Committee Chairperson or other Committee member has the authority to bind BGPOA, act on behalf of BGPOA, or direct the activities of the General Manager, the Social Director, or any other BGPOA management, employees, vendors, or providers. No Committee Chairperson or other Committee member shall contact any outside contractor, provider, or vendor without, in each instance, the express written consent of the General Manager or the Board.
- (d) The President, subject to approval of the Board (or as otherwise set forth in these By-Laws), shall appoint the chairpersons of each Standing Committee (each, a "*Committee Chairperson*").
- (i) Each Committee Chairperson and each other Committee member shall sign an acknowledgment that they have read and understand BGPOA's "Master Code of Ethics", as the same may be adopted or modified from time to time by the Board.

Amended  
4.12(a)(iv)  
November 2023  
see amendments



- (ii) Each Committee Chairperson and each other person serving on a Standing Committee shall serve from the date of their appointment until the earlier to occur of (i) thirty (30) days after the Annual Members' Meeting, or (ii) his successor is appointed. Any Committee Chairperson may be removed by a majority vote of the Board, with or without cause.
  - (iii) Except as otherwise required by these By-Laws or under the Acts, each Committee Chairperson is required to maintain written meeting minutes of its Standing Committee. Such minutes shall be provided to all members of such Standing Committee and to the Board Liaison (defined below) for review and approval prior to the next scheduled meeting of such Standing Committee. After the approval of such written minutes, such minutes shall be distributed to the General Manager or his designated staff member(s) for proper filing. The Nominating Committee shall not maintain minutes.
  - (iv) Upon request, Committee Chairpersons may be permitted to make presentations to the Board and, upon any such request, the Board shall allow a specified time period for any such presentations reports and discussion. Written materials to be reviewed and presented must be submitted to the Board at least three (3) days prior to the Board meeting at which the presentation is to be made.
- (e) Except as otherwise provided in these By-Laws, the President shall appoint a Director to act as liaison to each Standing Committee (each, a "***Board Liaison***"). The Board Liaison shall attend all meetings of its respective Standing Committee, study the activities, actions, and plans of such Standing Committee, and report such information to the Board. Each Board Liaison shall (i) actively participate, and assist the Committee Chairperson, in the operation of the Standing Committee, (ii) have the right to participate in Standing Committee meeting discussions, and (iii) have the right to make motions and vote on any motions. Any Director who is not a designated Board Liaison may attend any Standing Committee meeting to the same extent as any Member is permitted to attend any particular Standing Committee. The foregoing provisions of this Section 4.12(e) do not apply to the Nominating Committee.
- (f) Except as otherwise provided by these By-Laws, the Committee Chairperson shall select the Standing Committee members, subject to the approval of the Board. Within fifteen (15) days after submission of a list of applicants by the Committee Chairperson, the Board shall vote to approve or disapprove the proposed applicant(s). Each Standing Committee shall have a minimum of five (5) members (including the Committee Chairperson), unless otherwise specified in these By-Laws.
- (g) If a Standing Committee member fails, refuses, or is unable to discharge his duties as a member of such Standing Committee member, the Committee Chairperson may remove such member, subject to the approval of the Board.
- (h) In the event of the death, resignation, removal, or inability to act of any Committee Chairperson, the President shall appoint a successor, subject to the approval of the Board. Vacancies occurring on any Standing Committee shall be filled by the Committee Chairperson, as set forth in Sections 4.12(g) and 4.12(h).

- (i) Each Committee Chairperson may create such sub-committees of his respective Standing Committee, as deemed necessary by such Committee Chairperson, subject to approval of the Board. Any such sub-committee shall function only as directed by the Committee Chairperson, and for the period of time as directed by the Committee Chairperson, and shall report directly to the entire Standing Committee.

## **ARTICLE V**

### **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 5.1. Powers. All of the powers and duties of BGPOA shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Documents, as well as all of the powers and duties of a director of a corporation not-for-profit under the Acts.

Section 5.2. Conflict of Interest. Each Director shall disclose to the Board any financial interest such Director may have in any contract or transaction contemplated by the Board in accordance with the Acts. In the event of any such conflict of interest, the interested Director shall abstain from any vote of the Board in connection with such contract or transaction.

## **ARTICLE VI**

### **OFFICERS OF BGPOA**

Section 6.1. Officers; Election and Removal of Officers; Designation of Additional Officers. Executive officers of BGPOA shall be the President, who shall be a Director, the Vice President, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board. Any officer of BGPOA (each, individually, an “*Officer*” and, collectively, the “*Officers*”) may be removed without cause from office by vote of the Board at any meeting of the Board. The Board may, from time to time, elect such other Officers and assistant Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of BGPOA. Any person may hold any number of offices simultaneously, provided the functions of such offices are not incompatible; provided, however, no person shall hold the office of the President while simultaneously holding any of the following offices: Vice President, Treasurer, Secretary, or Assistant Secretary.

Amended 6.1  
November 2023  
see amendments

Section 6.2. President; Powers and Duties. The President shall be the chief executive officer of BGPOA. He shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not-for-profit, including, but not limited to, the power to appoint such Committees at such times from among the Members as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of BGPOA (but, in each case, pursuant to the terms and subject to the conditions set forth in the Documents). If in attendance, the President shall preside at all meetings of the Board.

Amended 6.2  
November 2023  
Amended 6.2  
January 2025  
see amendments

Section 6.3. Vice President; Powers and Duties. In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated “First,” “Second,” etcetera, and shall exercise the powers and perform the duties of the presidency in such order.

Section 6.4. Secretary; Powers and Duties. The Secretary shall keep the minutes of all Meetings of the Members and meetings of the Board, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. He shall have custody of the seal of BGPOA and affix the same to instruments requiring such seal when duly authorized and directed to do so. He shall be custodian for the corporate records of BGPOA, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of BGPOA as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

Section 6.5. Treasurer; Powers and Duties. The Treasurer shall have custody of all the monies of BGPOA, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members and shall keep the books of BGPOA in accordance with good accounting practices and he shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

Section 6.6. Compensation of Officers and Other Employees. The compensation, if any, of the Officers and other employees of BGPOA shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of BGPOA or preclude the contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of Boca Grove.

Section 6.7. Ex Officio. The immediate past President shall be allowed to serve one (1) year in an ex-officio capacity, as a non-voting member of the Board (in each case, the "*Ex Officio*"). For purposes of further clarification, the presence or absence of the Ex Officio, in such capacity, at any meeting of the Board shall not be taken into account for determining whether a quorum of the Directors is present at any meeting of the Board.

## ARTICLE VII

### **ACCOUNTING RECORDS; FISCAL MANAGEMENT**

Section 7.1. Method of Accounting; Maintenance of Records; Inspection by the Members. BGPOA shall use the accrual basis method of accounting and shall maintain accounting records in accordance with good accounting practices which shall be open to inspection by Members or their respective authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not limited to, (a) a record of all receipts and expenditures; and (b) an account for each Member which shall designate the Member's name and address, the amount of Assessments and Individual Expenses to be charged to the Member, the amounts and due dates for payment of same, the amounts paid upon the account and the balance due. At least annually, and within a reasonable time following the end of each calendar year, a written summary of all respective Assessments and Individual Expenses of a Member for such calendar year shall be available to such Member.

Section 7.2. BGPOA Budget; Approval.

- (a) Not later than thirty (30) days prior to the end of each fiscal year, the Board shall approve and adopt a single, consolidated budget of BGPOA for the forthcoming fiscal year (with respect to each fiscal year, collectively, the “**Budget**”), at a special meeting of the Board (each, a “**Budget Meeting**”) called for such purpose, which shall set forth (among other things) for the forthcoming calendar year:
- (i) the anticipated Common Expenses (other than those Common Expenses which are properly the subject of a Special Common Assessment) of BGPOA, which shall be apportioned among the Contributing Units as set forth in the Declaration; and
  - (ii) the anticipated income anticipated to be received by BGPOA for the forthcoming fiscal year, including the anticipated Transitional Assessments, if any, from the persons entitled to use Country Club Area.
- (b) Prior to each Budget Meeting, a proposal for the Budget shall be prepared by or on behalf of the Board.
- (c) Upon request, a copy thereof shall be furnished to each Member, notifying such Member of his respective BGPOA Assessments. The copy of the Budget and notice of all applicable BGPOA Assessments shall be deemed furnished to a Member upon delivery thereof to such Member, or upon mailing, e-mailing, or sending in any other electronic format (as determined by the Board to the fullest extent permitted under the Acts) thereof to such Member at his last-known physical address or e-mail address (as applicable), as shown on the records of BGPOA at the time of such delivery.
- (d) Notwithstanding any provision contained in these By-Laws to the contrary, (i) the Board may not budget or expend in excess of \$250,000 in any single fiscal year for a specific capital improvement, without the approval thereof by a majority of the eligible votes cast by Members present in person, by proxy or electronically, to the fullest extent permitted under the Acts, at any Meeting of the Members, in each case; and/or (ii) the Board may not budget or expend any

Amended 7.2  
October 2023  
see amendments

amount that will result in the debt of BGPOA exceeding \$2,500,000 (excluding capital reserves), without the approval thereof, in each case, by either (A) a majority of the eligible votes cast by Members present in person, by proxy or electronically to the fullest extent permitted under the Acts, at any Meeting of the Members; or (B) at least six (6) Directors at a special meeting of the Board convened for that purpose, which is open for the attendance of Members (provided, such special meeting may be held electronically via the Internet or as otherwise determined by the Board to the fullest extent permitted under the Acts, and pursuant to the terms and subject to the conditions set forth in Section 4.5).

Section 7.3. Limitation on Obligations of the Board; Deficiency of Funds. The Board shall not be required to either (a) anticipate revenue from the BGPOA Assessments or expend funds to pay for any Common Expenses which are not budgeted or which shall exceed budgeted items, or (b) engage in deficit spending. Should there exist any deficiency which results from there being greater Common Expenses than monies from BGPOA Assessments, then such deficits shall either be carried into the next succeeding year's Budget as a deficiency or shall be levied as a BGPOA Assessment as determined by the Board.

Section 7.4. Bank Accounts; Authorized Persons. The depository of BGPOA shall be such bank or banks as shall be designated from time to time by the Board in which the monies of BGPOA shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

Amended 7.4  
October 2023  
see amendments

Section 7.5. Financial Statements; Delivery of Reports to the Members. A financial statement of the accounts of BGPOA shall be made annually by the auditor, accountant, or Certified Public Accountant as soon as reasonably practical after the end of each fiscal year and a copy of the statement shall be furnished to each Member promptly upon request. The statement shall be deemed to be furnished to the Member upon its delivery or mailing to the Member by mail, e-mail, or any other electronic format (as determined by the Board to the fullest extent permitted under the Acts) at his physical address or e-mail address (as applicable) shown on the records of BGPOA.

## **ARTICLE VIII**

### **RULES AND REGULATIONS; DISCIPLINE**

Section 8.1. Rules and Regulations. The Board may, at any meeting of the Board, adopt rules and regulations or amend, modify, or rescind then-existing BGPOA Rules and in furtherance of the provisions more particularly set forth in the Declaration; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Declaration. Copies of any rules and regulations promulgated, amended, or rescinded shall be mailed or delivered, via standard mail, e-mailing, or other electronic format (as determined by the Board to the fullest extent permitted under the Acts), to each Member at his last-known physical address or e-mail address (as applicable) as shown on the current records of BGPOA at the time of such delivery or mailing, and shall not take effect until the later to occur of: (i) forty-eight (48) hours after such delivery or mailing; and (ii) the date it is recorded in the public records of the County.

Amended 8.1  
July 2023  
see amendments

Section 8.2. Fines. BGPOA may levy reasonable fines, pursuant to the Documents and in accordance with the Acts, against any Member or any Member's Family, tenant, guest, or invitee for the failure of the Member or its occupant, licensee, or invitee to comply with any provision of the Documents or any of them. An additional fine may be levied by the Board for each day of a continuing violation pursuant to the Declaration and in accordance with the Acts.



Section 8.3. Suspensions. Pursuant to the Documents and in accordance with the Acts, BGPOA may suspend, for a reasonable period of time, the right of a Member, or a Member's Family, tenant, guest, or invitee, to use common areas and facilities for the failure of the Member or its occupant, licensee, or invitee to comply with any provision of the Documents or any of them. However, a suspension may not prohibit a Member or other resident of a parcel from having vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to the right to park.

Section 8.4. Hearing Committee. A fine or suspension may not be imposed by the Board without at least fourteen (14) days written notice to the person sought to be fined or suspended and an opportunity for a hearing before a hearing committee, which shall consist of at least three (3) Members appointed by the Board who are not either Officers, Directors, or employees of BGPOA, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee ("**Hearing Committee**"). If the Hearing Committee, by majority vote, does not approve a Board proposed fine or suspension, it may not be imposed. The role of the Hearing Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the Board imposes a fine or suspension which is confirmed by the Hearing Committee, BGPOA shall provide written notice of such fine or suspension by mail or hand delivery (or electronic delivery to the fullest extent permitted under the Acts) to the Member and, if applicable, to any Family, tenant, licensee, or invitee of the Member.

Section 8.5. Board Disciplinary Liaison. In addition to the foregoing, in the event any person is alleged to have failed to comply with any provision of the Documents, the President may, but is not required to, appoint a Member who is not a Director to act as liaison between BGPOA and/or the Members involved in order to attempt to resolve the matter without the necessity of formal disciplinary action in accordance with the Documents.

Added Section 8.6  
Attorney Fees  
September 2022  
see amendments

## **ARTICLE IX**

### **PARLIAMENTARY RULES**

The then-current edition of *Robert's Rules of Order* shall govern the conduct of all Meetings of the Members and all meetings of BGPOA and the Board; provided, however, if such rules of order are in conflict with any of the Documents, *Robert's Rules of Order* shall yield to the provisions of such instrument.

## **ARTICLE X**

### **AMENDMENT OF THE BY-LAWS**

Section 10.1. Adoption of Amendments. Except to the extent expressly provided otherwise in the Documents, or to the extent specifically required under the Acts, any provision set forth in these By-Laws may be amended or repealed, and any new By-Laws may be adopted, in each case, by the affirmative vote of the two-thirds of the Directors then serving on the Board at any meeting or special meeting of the Board (provided that, with respect to a special meeting of the Board, such special meeting was called for such purpose) at which a quorum of the Directors is present, and, in each case, certified to by the President of BGPOA, and attested to by the Secretary or Assistant Secretary of BGPOA.

Section 10.2. Instruments of Amendment; Recording of Amendments. Any instrument amending, modifying, repealing, or adding By-Laws shall identify the particular Article, Articles, Sections, or Sections so affected, and shall give the exact language of such modification, amendment, addition, or the provisions repealed. A copy of each such amendment, modification, repeal, or addition certified to by the Secretary or Assistant Secretary of BGPOA shall be recorded among the Public Records of the County.

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The foregoing Amended and Restated By-Laws of Boca Grove Property Owners' Association, Inc. are hereby adopted by all of the Directors of Boca Grove Property Owners' Association, Inc. constituting the Board of Directors of BGPOA, as of this 1<sup>st</sup> day of January 2022.

Dated this 28 day of October 2021.

Marc Gillman  
MARC GILLMAN, PRESIDENT

Dan Cohn  
DAN COHN

Steve Sager  
STEVE SAGER, VICE PRESIDENT

Marla Greenspan  
MARLA GREENSPAN

James Perilstein  
JAMES PERILSTEIN, TREASURER

Lisa Newman  
LISA NEWMAN

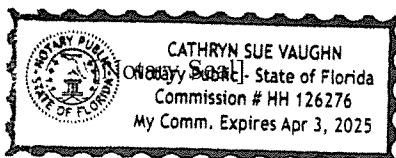
Andy Stallone  
ANDY STALLONE, SECRETARY

Warren Struhl  
WARREN STRUHL

Larry Cohen  
LARRY COHEN

STATE OF Florida )  
COUNTY OF Palm Beach ) SS:

I, a notary public duly authorized in the county and state named herein above, hereby certify that on this 28 day of October 2021, by means of ☒ physical presence or ☐ online notarization, M. Gillman, S. Sager, J. Perilstein, A. Stallone, L. Cohen, D. Cohn, M. Greenspan, L. Newman, W. Struhl each of whom ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification, did each acknowledge to me that they each duly executed the foregoing Amended and Restated By-Laws of Boca Grove Property Owners' Association, Inc., a Florida not-for-profit corporation.



Cathryn Sue Vaughn  
NOTARY PUBLIC  
Print Name: Cathryn Vaughn  
My Commission Expires: April 3, 2025

**AMENDMENTS TO THE FIRST AMENDED AND RESTATED  
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS,  
BY-LAWS AND ARTICLES OF INCORPORATION**

**FOR**

**BOCA GROVE  
("GOVERNING DOCUMENTS")**

CFN 20220272223  
OR BK 33861 PG 1039  
RECORDED 06/27/2022 13:41:11  
Palm Beach County, Florida  
AMT  
Joseph Abruzzo  
Clerk  
Pgs 1039-1042; (4Pgs)

This Instrument Prepared By:  
Michelle F. Tanzer, Esquire  
Nelson Mullins  
1905 NW Corporate Boulevard  
Suite 310  
Boca Raton, FL 33431

**CERTIFICATE OF AMENDMENT TO THE  
FIRST AMENDED AND RESTATED  
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR  
BOCA GROVE PROPERTY OWNERS ASSOCIATION, INC.**

I **HEREBY CERTIFY** that the amendments to the First Amended and Restated Declaration of Protective Covenants and Restrictions of Boca Grove Property Owner's Association, Inc., a Florida not-for-profit corporation ("BGPOA") attached as Exhibit "A" to this Certificate were duly adopted as Amendments to the First Amended and Restated Declaration of Protective Covenants and Restrictions of Boca Grove Property Owner's Association, Inc. ("Declaration") by the affirmative vote of the Board of Directors of the Association (the "Board") at a meeting of the Board on March 25, 2022 in accordance with Section 4.5 of the Bylaws. The Bylaws of Boca Grove Property Owner's Association, Inc. were recorded in the Official Record Book 33177 PG1515 of the Public Records of Palm Beach County, Florida, as amended.

25 **IN WITNESS WHEREOF**, the Secretary of the Association executed this Certificate, this day of March, 2022.

Signed, sealed and delivered  
in the presence of:

Boca Grove Property Owner's Association,  
Inc., a Florida not-for profit corporation

Name: Jonathan M. Jolly

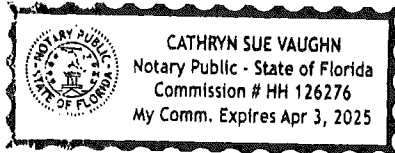
By: AS  
Andrew Stallone, Secretary

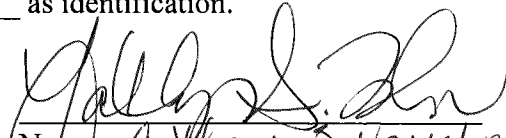
Name: CARLA HULL

[NOTARY CERTIFICATION ON FOLLOWING PAGE]

STATE OF FLORIDA                     )  
   ) SS  
COUNTY OF PALM BEACH         )

The foregoing instrument was acknowledged before me before me by means of ☒ physical presence or ☐ online notarization, this 25 day of March, 2022, by Andrew Stallone, Secretary of Boca Grove Property Owner's Association, Inc., who is personally known to me or who produced \_\_\_\_\_ as identification.



  
Name: Cathryn S. Vaughn  
Notary Public, State of Florida at Large  
My Commission Expires: April 3, 2025

**EXHIBIT "A"**

AMENDMENTS TO THE FIRST AMENDED AND RESTATED DECLARATION  
OF PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR BOCA GROVE PROPERTY OWNERS ASSOCIATION, INC.

These amendments to the First Amended and Restated Declaration of Protective Covenants and Restrictions of Boca Grove Property Owner's Association, Inc. ("**Declaration**"), are made by the Board of Directors of Boca Grove Property Owner's Association, Inc., ("**Board**") in accordance with Section 8.3 and 9.7.F. of the Declaration.

1. **Article IX, Section 9.7 Builder's Program and Participants.** Section 9.7 of Article IX of the Declaration is hereby amended to read as follows, with deletions shown as ~~striethroughs~~ and additions shown as **underlined text**:

A. Provide to BGPOA Twenty Thousand Dollars (\$20,000.00) in US Currency which BGPOA shall hold in a non-interest bearing account until the requirements set forth herein are fulfilled. If the real property is not rehabilitated and sold ~~within two (2) years~~ **eighteen (18) months** from when the Participant is approved for the Builder's Program, BGPOA shall be entitled to transfer the Twenty Thousand Dollars (\$20,000.00) being held by BGPOA into a BGPOA bank account for the BGPOA's immediate use and/or benefit.

B. Pay to BGPOA ~~Eight Hundred Fifty Dollars (\$850.00) a month for one (1) year and One Thousand Five Hundred Dollars (\$1,500.00) a month for the second year~~ **the same Membership Initiation Assessments and other assessments, Fees and other charges payable by Members in accordance with this Declaration that the real property is in the Builder's Program. If, however, a Participant takes title to real property, tears down and removes the structure that is on the real property and builds a new structure, the Participant shall pay Eight Hundred Fifty Dollars (\$850.00) a month for two (2) years.**

C. Not under any circumstances live in the real property approved to be part of the Builder's Program until the real property is rehabilitated and listed for sale to a third party who shall upon the transfer of title own the real property and shall be a Member, but a Participant living in a Dwelling Unit shall not have any privileges to use the Country Club Area as a Member. Participants shall not at any time lease the real property approved to be part of the Builder's Program until the real property is rehabilitated and sold to a third party who shall upon the transfer of title own the real property and shall be a Member.

D. When construction is completed, the Participant shall provide to the Board "after" photographs demonstrating the improvements made to the real property. All construction shall be performed in compliance with Florida Statutes, Palm Beach County Codes and the Documents, including any Final Plans approved in accordance with this Declaration.

E. If ~~the~~ **the** real property is not rehabilitated and sold to a third party ~~within two (2) years~~ **eighteen (18) months** (or such longer period approved by the Board due to an event or circumstance beyond the control of the Participant, as reasonably determined by the Board), the Participant shall be subject to all remedies available to BGPOA in accordance with Section 8.4 with each additional day constituting a separate violation, ~~and shall be required to pay all Membership Initiation Assessments and other assessments, Fees and other charges charged to New Members at that time.~~ If the Participant fails to make any required payments to BGPOA, or otherwise fails to comply with the Builder's Program's requirements, the BGPOA shall have the right to terminate the Participant's participation in the Builder's Program and can thereupon demand that payment be immediately delivered to BGPOA or BGPOA can release the \$20,000 being held and take in the funds, whichever is applicable to the Participant.

F. If the real property is rehabilitated and sold to a third party within eighteen (18) months, the Participant shall be entitled to Ten Thousand Dollars (\$10,000.00) of the deposit paid upon application and BGPOA shall be entitled to transfer the remaining Ten Thousand (\$10,000.00) of the deposit into a BGPOA bank account for BGPOA's immediate use and/or benefit.

G. Notwithstanding the foregoing, the Board shall have the authority to increase, decrease or otherwise modify the requirements for Participants as the Board deems fit, including without limitation, any financial requirements, that Participants shall be required to agree to and accept. The Board in its sole and absolute discretion may also approve additional modifications to the terms, conditions and Fees that Participants with multiple Dwelling Unit will be required to comply with and honor.

3. **Capitalized Terms.** All capitalized terms used but not defined in these amendments shall have the meaning ascribed to such terms in the Declaration.
4. **Declaration is Affirmed.** With the exception of the foregoing amendments, the Declaration is hereby affirmed and will remain in effect as currently set forth in all other respects.

Attested to on March 25, 2022.

Boca Grove Property Owner's Association,  
Inc., a Florida not-for profit corporation

By:   
Andrew Stallone, Secretary

**CERTIFICATE OF AMENDMENT TO THE  
FIRST AMENDED AND RESTATED  
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR  
BOCA GROVE PROPERTY OWNERS ASSOCIATION, INC.**

I **HEREBY CERTIFY** that the amendments to the First Amended and Restated Declaration of Protective Covenants and Restrictions of Boca Grove Property Owner's Association, Inc., a Florida not-for-profit corporation ("BGPOA") attached as Exhibit "A" to this Certificate were duly adopted as the Second Amendment to the First Amended and Restated Declaration of Protective Covenants and Restrictions of Boca Grove Property Owner's Association, Inc. ("Declaration") by the affirmative vote of the Board of Directors of the Association (the "Board") at a meeting of the Board on June 14, 2022 in accordance with Section 4.5 of the Bylaws. The Bylaws of Boca Grove Property Owner's Association, Inc. were recorded in the Official Record Book 33177 PG1515 of the Public Records of Palm Beach County, Florida, as amended.

14<sup>th</sup> **IN WITNESS WHEREOF**, the Secretary of the Association executed this Certificate, this day of June, 2022.

Signed, sealed and delivered  
in the presence of:

Boca Grove Property Owner's Association,  
Inc., a Florida not-for profit corporation

Name: Jennifer M. Billy

By: MS

Andrew Stallone, Secretary

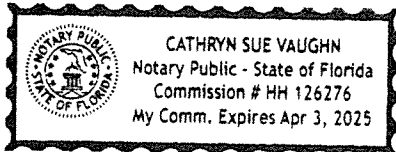
Name: CARLA HULL

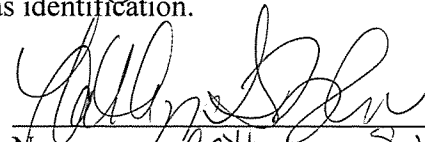
[NOTARY CERTIFICATION ON FOLLOWING PAGE]



STATE OF FLORIDA                     )  
  ) SS  
COUNTY OF PALM BEACH            )

The foregoing instrument was acknowledged before me before me by means of ☒ physical presence or ☐ online notarization, this 14 day of June, 2022, by Andrew Stallone, Secretary of Boca Grove Property Owner's Association, Inc., who is personally known to me or who produced \_\_\_\_\_ as identification.



  
Name: Cathryn S. Vaughn  
Notary Public, State of Florida at Large  
My Commission Expires: April 3, 2025

**EXHIBIT "A"**

SECOND AMENDMENT TO THE FIRST AMENDED AND RESTATED  
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR BOCA GROVE PROPERTY OWNERS ASSOCIATION, INC.

This amendment to the First Amended and Restated Declaration of Protective Covenants and Restrictions of Boca Grove Property Owner's Association, Inc. ("**Declaration**"), is made by the Board of Directors of Boca Grove Property Owner's Association, Inc., ("**Board**") in accordance with Section 9.3 of the Declaration.

1. **Article IX, Section 9.3 Transfer of Memberships.** Section 9.3 of Article IX of the Declaration is hereby amended to read as follows, with deletions shown as ~~striketroughs~~ and additions shown as **underlined text**:

A. A Member shall arrange for the transfer of his Membership to the New Member in the event of a transfer permitted under the provisions of Section 7.1. Further, a Member who sells his Dwelling Unit and purchases another Dwelling Unit may ~~transfer his Membership to the new Dwelling Unit as an appurtenance thereto provided:~~ (i) ~~the purchase does not occur longer than six (6) months after the sale of the previous Dwelling Unit unless a longer period is pre-approved in writing by the Board;~~ (ii) ~~the Member notifies BGPOA in writing and pays all assessments and other charges during the period, if any, subsequent to the closing of the sale of his previous Dwelling Unit and prior to the closing of the purchase of his new Dwelling Unit. During such interim period, if any, such person shall have all the rights and privileges of Membership; provided however, a~~ within six (6) months after such sale may acquire a Membership for the new Dwelling Unit by paying a Membership Initiation Assessment which shall be calculated as follows: (i) the amount paid to acquire the Membership in connection with the prior Dwelling Unit; plus (ii) an amount determined by the Board from time to time which shall initially be Seven Thousand Five Hundred Dollars (\$7,500.00). Further, a Member who acquires a second Dwelling Unit and sells the first Dwelling Unit within six (6) months after such acquisition may receive a refund of ~~ninety~~ percent (100%) of the Membership Initiation Assessment paid in connection with the second Dwelling Unit less an amount determined by the Board from time to time which shall initially be Seven Thousand Five Hundred Dollars (\$7,500.00). Notwithstanding the foregoing, a Member with Grandfathered Status may not transfer such status to the new Dwelling Unit.

2. **Capitalized Terms.** All capitalized terms used but not defined in this amendment shall have the meaning ascribed to such terms in the Declaration.
3. **Declaration is Affirmed.** With the exception of the foregoing amendment, the Declaration is hereby affirmed and will remain in effect as currently set forth in all other respects.

Attested to on June 14, 2022.

Boca Grove Property Owner's Association, Inc.,  
a Florida not-for profit corporation

By: MS  
Andrew Stallone, Secretary

This Instrument Prepared By:  
Michelle F. Tanzer, Esquire  
Nelson Mullins  
1905 NW Corporate Boulevard  
Suite 310  
Boca Raton, FL 33431

**CFN 20220413299**  
**OR BK 33887 PG 788**  
RECORDED 10/14/2022 3:43 PM  
Palm Beach County, Florida  
Joseph Abruzzo, Clerk  
Pgs: 788 - 790; (3pgs)

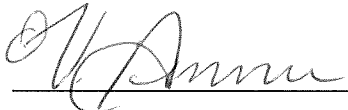
**CERTIFICATE OF AMENDMENT TO THE  
AMENDED AND RESTATED BY-LAWS  
FOR  
BOCA GROVE PROPERTY OWNERS ASSOCIATION, INC.**

**I HEREBY CERTIFY** that the amendments to the Amended and Restated By-Laws of Boca Grove Property Owner's Association, Inc., a Florida not-for-profit corporation ("BGPOA") attached as Exhibit "A" to this Certificate were duly adopted as Amendments to the Amended and Restated By-Laws of Boca Grove Property Owner's Association, Inc. ("By-Laws") by the affirmative vote of the Board of Directors of the Association (the "Board") at a meeting of the Board on September 22, 2022 in accordance with Section 4.5 of the Bylaws. The Bylaws of Boca Grove Property Owner's Association, Inc. were recorded in the Official Record Book 33177, Page 1515 of the Public Records of Palm Beach County, Florida, as amended.

**IN WITNESS WHEREOF**, the Secretary of the Association executed this Certificate, this 22 day of September, 2022.

Signed, sealed and delivered  
in the presence of:

Boca Grove Property Owner's Association,  
Inc., a Florida not-for profit corporation

  
\_\_\_\_\_

Name: VICTORIA AMOROSE

  
\_\_\_\_\_

Name: PATRICK STALLONE

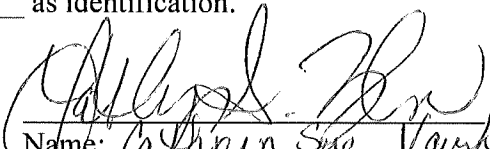
By:   
\_\_\_\_\_  
Andrew Stallone, Secretary

[NOTARY CERTIFICATION ON FOLLOWING PAGE]

STATE OF FLORIDA                    )  
  ) SS  
COUNTY OF PALM BEACH        )

The foregoing instrument was acknowledged before me before me by means of ☒ physical presence or ☐ online notarization, this 22 day of September, 2022, by Andrew Stallone, Secretary of Boca Grove Property Owner's Association, Inc., who is personally known to me or who produced \_\_\_\_\_ as identification.



  
Name: Cathryn Sue Vaughn  
Notary Public, State of Florida at Large  
My Commission Expires: April 3, 2025

**EXHIBIT "A"**

AMENDMENT TO THE AMENDED AND RESTATED BY-LAWS OF BOCA  
GROVE PROPERTY OWNER'S ASSOCIATION, INC.

This amendment to the Amended and Restated By-Laws of Boca Grove Property Owner's Association, Inc. ("**By-Laws**"), is made by the Board of Directors of Boca Grove Property Owner's Association, Inc., ("**Board**") in accordance with Section 10.1 of the By-Laws.

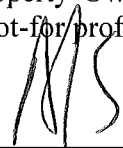
1. **Article VIII, Rules and Regulations; Discipline.** Article VIII of the By-Laws is hereby amended to include a new Section 8.6 immediately following Section 8.5, to read as follows, with the additions shown as **underlined text**:

**Section 8.6. Attorneys' Fees and Expenses.** In the event that the BGPOA incurs any legal fees or expenses in connection with any legal matter involving a Member and the BGPOA, the Board shall have the right to assess such Member for all reasonable attorneys' fees and costs incurred by the BGPOA including any fees or expenses incurred in connection with appellate proceedings ("Legal Fees"). All such Legal Fees shall be added to the other Fees billed monthly to such Member. Failure to pay the Legal Fees as billed to such Member shall entitle the BGPOA to all remedies for such delinquency in the payment of BGPOA Assessments as are set forth in these By-Laws. Notwithstanding the foregoing, if the Member ultimately prevails in the legal matter in a final non-appealable judgement, the Member shall not be obligated to pay the applicable Legal Fees.

3. **Capitalized Terms.** All capitalized terms used but not defined in these amendments shall have the meaning ascribed to such terms in the By-Laws.
4. **By-Laws are Affirmed.** With the exception of the foregoing amendments, the By-Laws are hereby affirmed and will remain in effect as currently set forth in all other respects.

Attested to on September 22, 2022.

Boca Grove Property Owner's Association,  
Inc., a Florida not-for-profit corporation

By:   
Andrew Stallone, Secretary

**[SIGNATURE PAGE TO RESOLUTIONS OF THE BOARD OF DIRECTORS  
OF BOCA GROVE PROPERTY OWNERS' ASSOCIATION, INC.]**

These Resolutions were adopted by the Board on this 21 day of March 2023, and shall be effective immediately.

**IN WITNESS WHEREOF**, the undersigned has hereunto affixed his hand and the seal of BGPOA this 21 day of March 2023.

By: [Signature]  
Name: Steve Sager  
Title: President

By: [Signature]  
Name: Richard Buch  
Title: Director

**CERTIFICATE OF CORPORATE SECRETARY**

The undersigned hereby certifies that: (i) [he / she] is the Secretary of BGPOA; (ii) the foregoing is a true, correct, and complete copy of the Resolutions adopted at a duly called Regular Meeting of the Board of BGPOA, duly held on this 21 day of March 2023, at which a quorum was at all times present and acting; (iii) the passage of the Resolutions was, in all respects, legal and valid pursuant to the Act and the governing documents of BGPOA in effect as of the date hereof; and (iv) the Resolutions are in full force and effect.

Dated this 21 day of March 2023.

By: \_\_\_\_\_  
Name: Scott Levin  
Title: Secretary

This Instrument Prepared By:  
Michelle F. Tanzer, Esquire  
Nelson Mullins  
1905 NW Corporate Boulevard  
Suite 310  
Boca Raton, FL 33431

**CERTIFICATE OF AMENDMENT TO THE  
AMENDED AND RESTATED BY-LAWS  
FOR  
BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC.**

**I HEREBY CERTIFY** that the amendments to the Amended and Restated By-Laws of Boca Grove Property Owner's Association, Inc., a Florida not-for-profit corporation ("BGPOA") attached as Exhibit "A" to this Certificate were duly adopted as Amendments to the Amended and Restated By-Laws of Boca Grove Property Owner's Association, Inc. ("By-Laws") by the affirmative vote not less than two-thirds (2/3) of the BGPOA Board of Directors (the "Board") at a meeting of the Board on June 23, 2023, held in accordance with Section 4.5 of the Bylaws. The By-Laws are recorded in the Official Record Book 33177, Page 1515 of the Public Records of Palm Beach County, Florida, as amended.

**IN WITNESS WHEREOF**, the Secretary of the Association executed this Certificate, this 4 day of July, 2023.

Signed, sealed and delivered  
in the presence of:

Boca Grove Property Owner's Association,  
Inc., a Florida not-for profit corporation

Witness #1

Print Name: Jennifer M. Jolly

By: Scott Levin

Scott Levin, Secretary

Witness #2

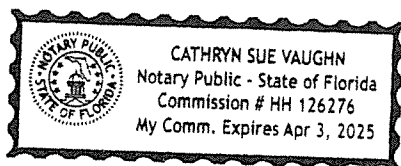
Print Name: Jessiea Cucalon

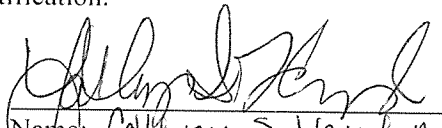
[NOTARY CERTIFICATION ON FOLLOWING PAGE]



STATE OF Florida )  
COUNTY OF Palm Beach ) SS

The foregoing instrument was acknowledged before me before me by means of ☒ physical presence or ☐ online notarization, this 4 day of July, 2023, by Scott Levin, Secretary of Boca Grove Property Owner's Association, Inc., who is personally known to me or who produced \_\_\_\_\_ as identification.



  
Name: Cathryn S. Vaughn  
Notary Public, State of Florida at Large  
My Commission Expires: April 3, 2025

**EXHIBIT "A"**

AMENDMENT TO THE AMENDED AND RESTATED BY-LAWS OF BOCA  
GROVE PROPERTY OWNER'S ASSOCIATION, INC.

This amendment to the Amended and Restated By-Laws of Boca Grove Property Owner's Association, Inc. ("**By-Laws**"), is made by the Board of Directors of Boca Grove Property Owner's Association, Inc., ("**Board**") in accordance with Section 10.1 of the By-Laws.

1. **Section 8.1. Rules and Regulations.** Section 8.1 of the By-Laws is hereby amended to read as follows, with additions shown as underlined text and deletions shown by strikethrough:

8.1 **Rules and Regulations.** The Board may, at any meeting of the Board, adopt rules and regulations or amend, modify, or rescind then-existing BGPOA Rules and in furtherance of the provisions more particularly set forth in the Declaration; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Declaration. Copies of any rules and regulations promulgated, amended, or rescinded shall be mailed or delivered, via standard mail, e-mailing, or other electronic format (as determined by the Board to the fullest extent permitted under the Acts), to each Member at his last-known physical address or e-mail address (as applicable) as shown on the current records of BGPOA at the time of such delivery or mailing, and shall not take effect until ~~the later to occur of: (i) forty-eight (48) hours after such delivery or mailing; and (ii) the date it is recorded in the public records of the County.~~

2. **Capitalized Terms.** All capitalized terms used but not defined in these amendments shall have the meaning ascribed to such terms in the By-Laws.
3. **By-Laws are Affirmed.** With the exception of the foregoing amendments, the By-Laws are hereby affirmed and will remain in effect as currently set forth in all other respects.

Attested to on July 4, 2023.

Boca Grove Property Owner's Association,  
Inc., a Florida not-for profit corporation

By: 

Scott Levin, Secretary

This Instrument Prepared By:  
Brian T. Meanley, Esquire  
Nelson Mullins  
1905 NW Corporate Boulevard  
Suite 310  
Boca Raton, FL 33431

**CERTIFICATE OF AMENDMENT TO THE  
AMENDED AND RESTATED BY-LAWS  
FOR  
BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC.**

**I HEREBY CERTIFY** that the amendments to the Amended and Restated By-Laws of Boca Grove Property Owner's Association, Inc., a Florida not-for-profit corporation ("BGPOA") attached as Exhibit "A" to this Certificate were duly adopted as Amendments to the Amended and Restated By-Laws of Boca Grove Property Owner's Association, Inc. ("By-Laws") by the affirmative vote of not less than two-thirds (2/3) of the BGPOA Board of Directors (the "Board") at a meeting of the Board on September 26, 2023, held in accordance with Section 4.5 of the Bylaws. The By-Laws are recorded in the Official Record Book 33177, Page 1515 of the Public Records of Palm Beach County, Florida, as amended.

**IN WITNESS WHEREOF**, the Secretary of the Association executed this Certificate, this 12 day of October, 2023.

Signed, sealed and delivered in the presence of: Boca Grove Property Owner's Association, Inc., a Florida not-for profit corporation

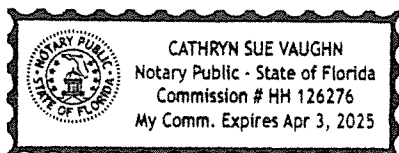
E. Kamstock  
Witness #1  
Print Name: Ed Kamstock

Doug Fields  
Witness #2  
Print Name: Doug Fields

By: [Signature]  
Scott Levin, Secretary

STATE OF FLORIDA )  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me before me by means of ☒ physical presence or ☐ online notarization, this 12 day of October, 2023, by Scott Levin, Secretary of Boca Grove Property Owner's Association, Inc., who is personally known to me or who produced \_\_\_\_\_ as identification.



Name: [Signature]  
Notary Public, State of Florida at Large  
My Commission Expires: April 3, 2025

**EXHIBIT "A"**

AMENDMENT TO THE AMENDED AND RESTATED BY-LAWS OF BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC.

These amendments to the Amended and Restated By-Laws of Boca Grove Property Owner's Association, Inc. ("**By-Laws**"), were made by the Board of Directors of Boca Grove Property Owner's Association, Inc., ("**Board**") in accordance with Section 10.1 of the By-Laws.

1. **Section 3.11. Nominations and Elections of Directors at Annual Members' Meetings; Vacancies.** Section 3.11(f) of the By-Laws is hereby amended to read as follows, with additions shown as underlined text and deletions shown by strikethrough:

(f) The Nominating Committee shall nominate ~~at least~~ no more than one (1) more candidate than the current number of open Director positions on the Board, provided there are sufficient qualified candidates available; ~~the Nominating Committee may nominate up to twice the current number of open Director positions on the Board; and the~~ The Nominating Committee shall consider the qualifications of prospective candidates, including without limitation, the length of time spent residing in Boca Grove, the commitment to remain residing in Boca Grove, the service on the Board or any Committees and such other characteristics deemed appropriate by the Nominating Committee from time to time.

2. **Section 4.2. Designation of Directors; Eligibility and Qualification.** Section 4.2 of the By-Laws is hereby amended to read, as follows with deletions shown by strikethrough.

Section 4.2 Designation of Directors; Eligibility and Qualification. The designation of persons to serve on the Board from time to time (each, individually, a "**Director**" and, collectively, the "**Directors**") shall be conducted in accordance with these By-Laws and the other Documents. In order to be eligible for nomination, designation, appointment or election to the Board, or to continue to serve on the Board, a Member must be and remain in good standing and current in his obligations to BGPOA in accordance with the Acts. Any person serving on the Board shall also be deemed to be automatically disqualified and to have submitted a resignation in the event that such person ~~(i) misses three (3) or more consecutive, duly-noticed meetings of the Board, unless such absences were, in each case, excused by the Board in writing; or (ii) lists his Dwelling Unit for sale without also entering into a bona fide contract to purchase a substitute Dwelling Unit.~~

3. **Section 7.2. BGPOA Budget; Approval.** Section 7.2(d) of the By-Laws is hereby amended to read as follows, with additions shown as underlined text and deletions shown by strikethrough.

(d) Notwithstanding any provision contained in these By-Laws to the contrary, (i) the Board may not budget or expend in excess of ~~\$250,000~~ \$500,000 in any single fiscal year for a specific capital improvement, without the approval thereof by a majority of the eligible votes cast by Members present in person, by proxy or electronically, to the fullest extent permitted under the Acts, at any Meeting of the Members, in each case; and/or (ii) the Board may not budget or expend any amount that will result in the debt of BGPOA exceeding \$2,500,000 (excluding capital reserves), without the approval thereof, in each case, by either (A) a majority of the eligible votes cast by Members present in person, by proxy or electronically to the fullest extent permitted under the Acts, at any Meeting of the Members; or (B) at least six (6) Directors at a special

meeting of the Board convened for that purpose, which is open for the attendance of Members (provided, such special meeting may be held electronically via the Internet or as otherwise determined by the Board to the fullest extent permitted under the Acts, and pursuant to the terms and subject to the conditions set forth in Section 4.5).

4. **Section 7.4. Bank Accounts; Authorized Persons.** Section 7.4 of the By-Laws is hereby amended to read as follows, with additions shown as underlined text and deletions shown by strikethrough.

7.4. Bank Accounts; Authorized Persons. The depository of BGPOA shall be such bank, ~~or banks, or other financial institutions~~ as shall be designated from time to time by the Board in which the monies of BGPOA shall be deposited. Withdrawal of monies from such account shall be only by checks or electronic/ACH payments signed or authorized by such persons as are authorized by the Board.

5. **Capitalized Terms.** All capitalized terms used but not defined in these amendments shall have the meaning ascribed to such terms in the By-Laws.
6. **By-Laws are Affirmed.** With the exception of the foregoing amendments, the By-Laws are hereby affirmed and will remain in effect as currently set forth in all other respects.

Attested to on October 12, 2023.

Boca Grove Property Owner's Association,  
Inc., a Florida not-for profit corporation

By: 

\_\_\_\_\_  
Scott Levin, Secretary



November 13, 2023

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC.  
21351 WHITAKER DRIVE  
BOCA RATON, FL 33433

Re: Document Number 763362

The Articles of Amendment to the Articles of Incorporation for BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC., a Florida corporation, were filed on November 9, 2023.

The certification requested is enclosed. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H23000389944.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Jasmine N Horne  
Regulatory Specialist II  
Division of Corporations

Letter Number: 823A00026242

P.O BOX 6327 - Tallahassee, Florida 32314

This Instrument Prepared By:  
Brian T. Meanley, Esquire  
Nelson Mullins  
1905 NW Corporate Boulevard  
Suite 310  
Boca Raton, FL 33431

**CERTIFICATE OF AMENDMENT  
TO THE AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC.**

**I HEREBY CERTIFY** that the amendment to the Amended and Restated Articles of Incorporation of Boca Grove Property Owner's Association, Inc., a Florida not-for-profit corporation ("BGPOA") attached as Exhibit "A" hereto was duly adopted as an amendment to the Amended and Restated Articles of Incorporation Boca Grove Property Owner's Association, Inc. ("Articles") by the affirmative vote of not less than a majority of the BGPOA Board of Directors (the "Board") at a meeting of the Board on November 1, 2023. In accordance with Article XI of the Articles, the amendment does not require approval of the Members. The Articles are recorded in the Official Records Book 33177, Page 1515 of the Public Records of Palm Beach County, Florida, as amended.

**IN WITNESS WHEREOF**, the Secretary of the Association executed this Certificate, this 7 day of November, 2023.

Signed, sealed and delivered in the presence of:

Boca Grove Property Owner's Association, Inc., a  
Florida not-for profit corporation

Witness #1

Print Name: Roseline Perez

By:

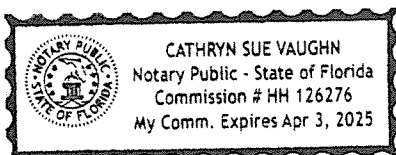
Scott Levin, Secretary

Witness #2

Print Name: Jessenia Cucalon

STATE OF FLORIDA                     )  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7 day of November, 2023, by Scott Levin, Secretary of Boca Grove Property Owner's Association, Inc., who is personally known to me or who produced \_\_\_\_\_ as identification.



Name:

Notary Public, State of Florida at Large  
My Commission Expires:



**EXHIBIT "A"**

AMENDMENT TO THE AMENDED AND RESTATED ARTICLES OF  
INCORPORATION OF BOCA GROVE PROPERTY OWNER'S  
ASSOCIATION, INC.

The following amendment to the Amended and Restated Articles of Incorporation of Boca Grove Property Owner's Association, Inc. ("**Articles**"), were made by the Board of Directors of Boca Grove Property Owner's Association, Inc., ("**Board**") in accordance with Article XI of the Articles.

1. **Article VII ("Officers"), Section B.** Article VII ("Officers"), Section B of the Articles is hereby amended to read as follows, with additions shown as underlined text and deletions shown by strikethrough:

B. Annually, the Board, by majority vote, shall elect the President, the Secretary, and the Treasurer of the Corporation, and as many Vice Presidents, Assistant Secretaries, and Assistant Treasurers of the Corporation as the Board shall, from time to time, determine by majority vote, as set forth in the By-Laws. The President shall be elected from amongst the Directors currently serving on the Board at the time of such election, ~~but no other officer needs to be a Director.~~ Any person may hold any number of offices simultaneously, provided the functions of such offices are not incompatible; provided, however, no person shall hold the office of the President while simultaneously holding any of the following offices: Vice President, Secretary, Treasurer or Assistant Secretary.

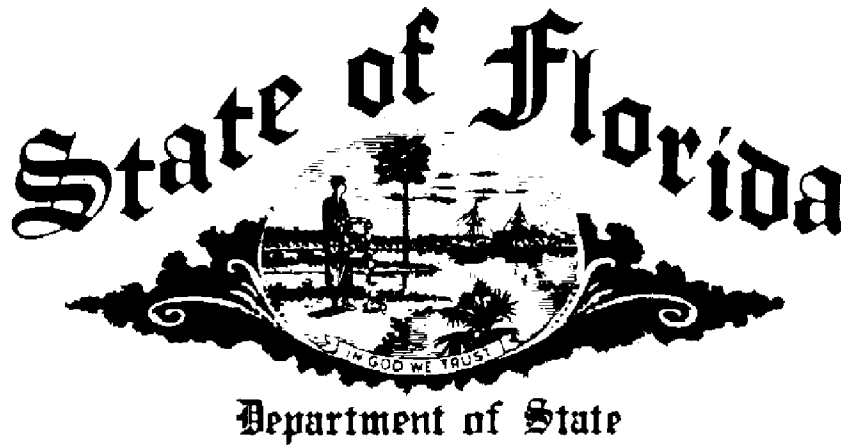
2. **Capitalized Terms.** All capitalized terms used but not defined in this amendment shall have the meaning ascribed to such terms in the Articles.
3. **Articles are Affirmed.** With the exception of the foregoing amendments, the Articles are hereby affirmed and will remain in effect as currently set forth in all other respects.

Attested to on November 7, 2023.

Boca Grove Property Owner's Association, Inc.,  
a Florida not-for profit corporation

By: \_\_\_\_\_

Scott Levin, Secretary



I certify the attached is a true and correct copy of the Articles of Amendment, filed on November 9, 2023, to Articles of Incorporation for BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H23000389944. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

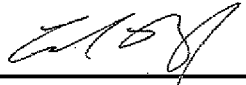
The document number of this corporation is 763362.

Authentication Code: 823A00026242-111323-763362

-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Thirteenth day of November, 2023



  
Secretary of State

This Instrument Prepared By:  
Brian T. Meanley, Esquire  
Nelson Mullins  
1905 NW Corporate Boulevard  
Suite 310  
Boca Raton, FL 33431

**CERTIFICATE OF AMENDMENT  
TO THE AMENDED AND RESTATED BY-LAWS  
FOR  
BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC.**

**I HEREBY CERTIFY** that the amendments to the By-Laws of Boca Grove Property Owner's Association, Inc., a Florida not-for-profit corporation ("BGPOA") attached as Exhibit "A" to this Certificate were duly adopted as Amendments to the Amended and Restated By-Laws of Boca Grove Property Owner's Association, Inc. ("By-Laws") by the affirmative vote of not less than two-thirds (2/3) of the BGPOA Board of Directors (the "Board") at a meeting of the Board on November 1, 2023, held in accordance with Section 4.5 of the Bylaws. The By-Laws are recorded in the Official Record Book 33177, Page 1515 of the Public Records of Palm Beach County, Florida, as amended.

**IN WITNESS WHEREOF**, the Secretary of the Association executed this Certificate, this 7 day of November, 2023.

Signed, sealed and delivered in the presence of:

Boca Grove Property Owner's Association, Inc., a  
Florida not-for-profit corporation

Witness #1

Print Name: Roseline Perez

By:

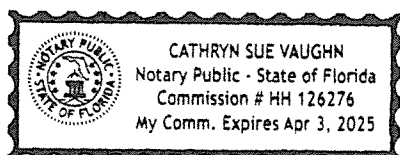
Scott Levin, Secretary

Witness #2

Print Name: Jessenia Cuccalon

STATE OF FLORIDA                    )  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged before me before me by means of ☒ physical presence or ☐ online notarization, this 7 day of November, 2023, by Scott Levin, Secretary of Boca Grove Property Owner's Association, Inc., who is personally known to me or who produced \_\_\_\_\_ as identification.



Name: [Signature]  
Notary Public, State of Florida at Large  
My Commission Expires:

**EXHIBIT "A"**

AMENDMENTS TO THE AMENDED AND RESTATED BY-LAWS OF BOCA  
GROVE PROPERTY OWNER'S ASSOCIATION, INC.

These amendments to the Amended and Restated By-Laws of Boca Grove Property Owner's Association, Inc. ("**By-Laws**"), were made by the Board of Directors of Boca Grove Property Owner's Association, Inc., ("**Board**") in accordance with Section 10.1 of the By-Laws.

1. **Section 4.12(a)(iv). Executive Committee.** Section 4.12(a)(iv) of the By-Laws is hereby amended to read as follows, with additions shown as underlined text and deletions shown by strikethrough:
  - (iv) Executive Committee. The Executive Committee shall be composed of BGPOA's four (4) officers (President, Vice President, Secretary, and Treasurer), plus one (1) additional Director elected by majority vote of the Board by means of a secret ballot; provided, however, that the additional Director elected by the Board to serve on the Executive Committee must have previously served at least one (1) full year on the Board during the four (4) years immediately preceding such election by the Board. The Board shall have the power to create additional executive committees of the Board, in each case, consisting of not less than three (3) Directors, and which shall have and exercise such powers of the Board as may be delegated thereto by the Board.
2. **Section 6.1. Officers; Qualification, Election and Removal of Officers; Designation of Additional Officers.** Section 6.1 of the By-Laws is hereby amended to read, as follows with deletions shown by strikethrough.

Section 6.1. Officers; Qualification, Election and Removal of Officers; Designation of Additional Officers. Executive officers of BGPOA shall be the President, ~~who shall be a Director,~~ the Vice President, a Treasurer, and a Secretary, all of whom shall be Directors and elected annually by the Board by secret ballot. Notwithstanding anything contained herein to the contrary, no Director shall be eligible for election as an executive officer unless such Director has previously served at least one (1) full year on the Board during the four (4) years immediately preceding such election by the Board. Any officer of BGPOA (each, individually, an "***Officer***" and, collectively, the "***Officers***") may be removed without cause from office by vote of the Board at any meeting of the Board. The Board may, from time to time, elect such other Officers and assistant Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of BGPOA. Any person may hold any number of offices simultaneously, provided the functions of such offices are not incompatible; provided, however, no person shall hold the office of the President while simultaneously holding any of the following offices: Vice President, Treasurer, Secretary, or Assistant Secretary.
3. **Section 6.2. President; Eligibility, Qualification and Election; Powers and Duties.** Section 6.2 of the By-Laws is hereby amended to read as follows, with additions shown as underlined text and deletions shown by strikethrough.

Section 6.2. President; Eligibility, Qualification and Election; Powers and Duties. Notwithstanding anything contained herein to the contrary, no Director shall be eligible for election by the Board to serve as President unless such Director has served at least one (1) year of his or her current term on the Board as a member of the Executive Committee. The President shall be the

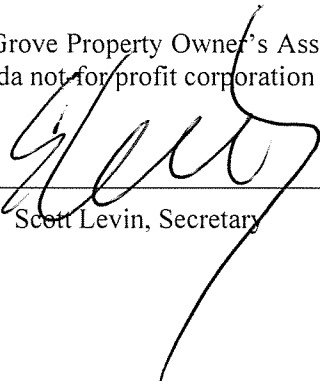
chief executive officer of BGPOA. He shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not-for-profit, including, but not limited to, the power to appoint such Committees at such times from among the Members as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of BGPOA (but, in each case, pursuant to the terms and subject to the conditions set forth in the Documents). If in attendance, the President shall preside at all meetings of the Board.

4. **Capitalized Terms.** All capitalized terms used but not defined in these amendments shall have the meaning ascribed to such terms in the By-Laws.
5. **By-Laws are Affirmed.** With the exception of the foregoing amendments, the By-Laws are hereby affirmed and will remain in effect as currently set forth in all other respects.

Attested to on November 7, 2023.

Boca Grove Property Owner's Association, Inc.,  
a Florida not-for-profit corporation

By: \_\_\_\_\_

  
Scott Levin, Secretary

This Instrument Prepared By:  
Brian T. Meanley, Esquire  
Nelson Mullins  
1905 NW Corporate Boulevard  
Suite 310  
Boca Raton, FL 33431

**CERTIFICATE OF AMENDMENT TO THE  
AMENDED AND RESTATED BY-LAWS  
FOR  
BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC.**

**I HEREBY CERTIFY** that the amendments to the Amended and Restated By-Laws of Boca Grove Property Owner's Association, Inc., a Florida not-for-profit corporation ("BGPOA") attached as Exhibit "A" to this Certificate were duly adopted as Amendments to the Amended and Restated By-Laws of Boca Grove Property Owner's Association, Inc. ("By-Laws") by the affirmative vote of not less than two-thirds (2/3) of the BGPOA Board of Directors (the "Board") at a meeting of the Board on December 19, 2023, held in accordance with Section 4.5 of the Bylaws. The By-Laws are recorded in the Official Record Book 33177, Page 1515 of the Public Records of Palm Beach County, Florida, as amended.

**IN WITNESS WHEREOF**, the Secretary of the Association executed this Certificate, this 19 day of December, 2023.

Signed, sealed and delivered  
in the presence of:

Witness #1

Print Name: Roseline A. Perez

Witness #2

Print Name: D. L. O'Neil

Boca Grove Property Owner's Association,  
Inc., a Florida not-for profit corporation

By:

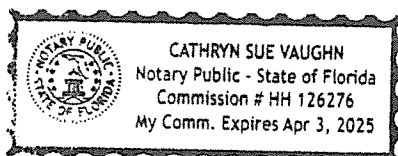
Scott Levin, Secretary

STATE OF FLORIDA )

) SS

COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me before me by means of ☒ physical presence or ☐ online notarization, this 19 day of December, 2023, by Scott Levin, Secretary of Boca Grove Property Owner's Association, Inc., who is personally known to me or who produced \_\_\_\_\_ as identification



Name: Cathryn Sue Vaughn  
Notary Public, State of Florida at Large

My Commission Expires: April 3, 2025



**EXHIBIT "A"**

AMENDMENT TO THE AMENDED AND RESTATED BY-LAWS OF BOCA  
GROVE PROPERTY OWNER'S ASSOCIATION, INC.

These amendments to the Amended and Restated By-Laws of Boca Grove Property Owner's Association, Inc. ("**By-Laws**"), were made by the Board of Directors of Boca Grove Property Owner's Association, Inc., ("**Board**") in accordance with Section 10.1 of the By-Laws.

1. **Section 4.12. Committees of the Board.** Section 4.12 of the By-Laws is hereby amended to read as follows, with additions shown as underlined text and deletions shown by strikethrough:

Section 4.12. Committees of the Board. The Board shall establish from time to time certain standing and ad hoc committees ("***Standing Committees***" and "***Ad Hoc Committees***", respectively, and referred to individually as a "***Committee***") provided however, in order to be eligible to serve on any Committee, the Member must be in good standing and current in his obligations to BGPOA, and must not have listed his Dwelling Unit for sale without also entering into a bona fide contract to purchase a substitute Dwelling Unit. The various Committees will be responsible for advising and making recommendations to general manager of BGPOA (the "***General Manager***") and the Board, and to implement the overall policy and goals established by the Board. The terms of each Committee member, including the Committee Chairperson, as defined in 4.12(d), shall commence upon their appointment by the Board or President, as applicable, and shall expire upon the appointment of their successor by the Board or President, as applicable. Notwithstanding the foregoing, all Committee members, including the Committee Chairperson, shall serve at the discretion of the Board and once appointed, may be removed and/or replaced at any time by the Board. The Committees shall be established in accordance with the following:

(a) The initial Standing Committees are:

- (i) Architectural Control Committee. The establishment of the Architectural Control Committee, including, without limitation, the composition, purposes, functions, duties, obligations, rights, authority, and privileges thereof, appointments of Members thereto, and the resignation, and removal of Members therefrom, shall be as set forth in the Declaration and as the Board may, from time to time, otherwise prescribe.
- (ii) Audit Committee. The Audit Committee shall be composed of at least three (3) but no more than six (6) Members. At least two (2) Members shall have expanded audit and financial knowledge where possible, must be independent of BGPOA management and shall not receive any consulting, advisory, or compensatory fee in an entity that conducts business with BGPOA. No Member shall serve simultaneously on the Audit Committee and the Budget and Finance Committee. The Audit Committee shall assist the Board in fulfilling its oversight responsibilities, and shall have the following primary duties: to monitor the integrity of BGPOA's financial accounting processes and systems of internal controls regarding finance, accounting and the use of assets; to monitor the independence and performance of BGPOA's external auditors and internal



auditing functions, including approving any related audit or non-audit services to be provided by such firm, taking into account whether such services would impair the firm's independence; to provide an avenue of communication among the external auditors, management and the Board; to establish policies and procedures to prevent financial fraud; and to make recommendations to the Board regarding budget control.

- (iii) Budget and Finance Committee. The Budget and Finance Committee shall be composed of no less than seven (7) Members. The Treasurer of the Board shall serve as the Board Liaison (defined below) and may also serve as the Committee Chairperson (defined below). The Treasurer shall appoint a "***Vice Chairperson***" of the Budget and Finance Committee, who shall not be a member of the Board. The Budget and Finance Committee may investigate and make recommendations as to all matters pertaining to BGPOA's finances including, but not limited to, the submitted cost of insurance premiums, the filing of tax returns and other financial documents required by federal, state, or municipal authorities, the payment of taxes, and the preparation of all financial reports to the Board pertaining to the BGPOA's financial condition. Not less than six (6) months prior to the end of each fiscal year, the Board shall inform the Budget and Finance Committee of BGPOA's future financial goals and objectives. Not less than seventy-five (75) days prior to each fiscal year end, the General Manager shall submit a proposed Budget (defined below) to the Board, which has been reviewed and approved by the Budget and Finance Committee.
  - (iv) Executive Committee. The Executive Committee shall be composed of BGPOA's four (4) officers (President, Vice President, Secretary, and Treasurer), plus one (1) additional Director elected by majority vote of the Board by means of a secret ballot; provided, however, that the additional Director elected by the Board to serve on the Executive Committee must have previously served at least one (1) full year on the Board during the four (4) years immediately preceding such election by the Board. The Board shall have the power to create additional executive committees of the Board, in each case, consisting of not less than three (3) Directors, and which shall have and exercise such powers of the Board as may be delegated thereto by the Board.
  - (v) Nominating Committee. The Board shall appoint the members of the Nominating Committee composed of no less than five (5) Members, but in any event, always an uneven number, to fulfill the duties and obligations of the Nominating Committee as further provided in Section 3.11 of these By-Laws.
- (b) The Board (by majority vote) and/or the President (individually) shall have the authority to create, appoint, and designate Ad Hoc Committees as deemed necessary or appropriate, and in the best interests of BGPOA, from time to time. The duties of each Ad Hoc Committee will be as delegated by the President or the Board, as determined to be appropriate for the proper conduct of the business, management,

operation, and affairs of BGPOA. The President's creation of any Ad Hoc Committee, and all appointments thereto, shall be reported to the Board as soon as reasonably practicable. ~~The term of each Ad Hoc Committee, and the term of each committee member serving on such Ad Hoc Committee, shall expire upon the earlier to occur of (A) the President's direction, or (B) the expiration of the President's term of office.~~

- (c) No Committee shall make any expenditure or incur any obligation on behalf of BGPOA, except on approval of the Board. Each Committee shall report and make recommendations to the General Manager and the Board as directed or otherwise appropriate. No Committee Chairperson or other Committee member has the authority to bind BGPOA, act on behalf of BGPOA, or direct the activities of the General Manager, the Social Director, or any other BGPOA management, employees, vendors, or providers. No Committee Chairperson or other Committee member shall contact any outside contractor, provider, or vendor without, in each instance, the express written consent of the General Manager or the Board.
- (d) The President, subject to approval of the Board (or as otherwise set forth in these By-Laws), shall appoint the chairpersons of each Standing Committee (each, a "*Committee Chairperson*").
  - (i) Each Committee Chairperson and each other Committee member shall sign an acknowledgment that they have read and understand BGPOA's "Master Code of Ethics", as the same may be adopted or modified from time to time by the Board.
  - (ii) ~~Each Committee Chairperson and each other person serving on a Standing Committee shall serve from the date of their appointment until the earlier to occur of (i) thirty (30) days after the Annual Members' Meeting, or (ii) his successor is appointed.~~ Any Committee Chairperson may be removed by a majority vote of the Board, with or without cause.
  - (iii) Except as otherwise required by these By-Laws or under the Acts, each Committee Chairperson is required to maintain written meeting minutes of its Standing Committee. Such minutes shall be provided to all members of such Standing Committee and to the Board Liaison (defined below) for review and approval prior to the next scheduled meeting of such Standing Committee. After the approval of such written minutes, such minutes shall be distributed to the General Manager or his designated staff member(s) for proper filing. The Nominating Committee shall not maintain minutes.
  - (iv) Upon request, Committee Chairpersons may be permitted to make presentations to the Board and, upon any such request, the Board shall allow a specified time period for any such presentations reports and discussion. Written materials to be reviewed and presented must be submitted to the Board at least three (3) days prior to the Board meeting at which the presentation is to be made.

- (e) Except as otherwise provided in these By-Laws, the President shall appoint a Director to act as liaison to each Standing Committee (each, a “**Board Liaison**”). The Board Liaison shall attend all meetings of its respective Standing Committee, study the activities, actions, and plans of such Standing Committee, and report such information to the Board. Each Board Liaison shall (i) actively participate, and assist the Committee Chairperson, in the operation of the Standing Committee, (ii) have the right to participate in Standing Committee meeting discussions, and (iii) have the right to make motions and vote on any motions. Any Director who is not a designated Board Liaison may attend any Standing Committee meeting to the same extent as any Member is permitted to attend any particular Standing Committee. The foregoing provisions of this Section 4.12(e) do not apply to the Nominating Committee.
  - (f) Except as otherwise provided by these By-Laws, the Committee Chairperson shall select the Standing Committee members, subject to the approval of the Board. Within fifteen (15) days after submission of a list of applicants by the Committee Chairperson, the Board shall vote to approve or disapprove the proposed applicant(s). Each Standing Committee shall have a minimum of five (5) members (including the Committee Chairperson), unless otherwise specified in these By-Laws.
  - (g) If a Standing Committee member fails, refuses, or is unable to discharge his duties as a member of such Standing Committee member, the Committee Chairperson may remove such member, subject to the approval of the Board.
  - (h) In the event of the death, resignation, removal, or inability to act of any Committee Chairperson, the President shall appoint a successor, subject to the approval of the Board. Vacancies occurring on any Standing Committee shall be filled by the Committee Chairperson, as set forth in Sections 4.12(g) and 4.12(h).
  - (i) Each Committee Chairperson may create such sub-committees of his respective Standing Committee, as deemed necessary by such Committee Chairperson, subject to approval of the Board. Any such sub-committee shall function only as directed by the Committee Chairperson, and for the period of time as directed by the Committee Chairperson, and shall report directly to the entire Standing Committee.
2. **Capitalized Terms.** All capitalized terms used but not defined in these amendments shall have the meaning ascribed to such terms in the By-Laws.
3. **By-Laws are Affirmed.** With the exception of the foregoing amendments, the By-Laws are hereby affirmed and will remain in effect as currently set forth in all other respects.

Attested to on December 19, 2023.

Boca Grove Property Owner's Association,  
Inc., a Florida not-for profit corporation

By: \_\_\_\_\_

Scott Levin, Secretary



**EXHIBIT "A"**

AMENDMENTS TO THE FIRST AMENDED AND RESTATED DECLARATION  
 OF PROTECTIVE COVENANTS AND RESTRICTIONS  
 FOR BOCA GROVE  
 ("Declaration")

All capitalized terms used but not defined in these amendments have the meaning ascribed to such terms in the Declaration. Additions to existing language in each provision are shown as underlined text and deletions to existing text are denoted by ~~strikethrough~~.

**Item 1. Section 1.42. "Family".** Section 1.42 of the Declaration shall be amended to read as follows, with additions shown as underlined text and deletions shown by strikethrough:

Section 1.42. "Family" means the Approved Person's spouse (or spousal equivalent living with an Approved Person as a single housekeeping unit who has been designated in writing by the Approved Person in accordance with any applicable BGPOA Rules), the children and grandchildren under the age of twenty-five (25) years ~~of~~ residing with the Approved Person and Approved Person's spouse (or spousal equivalent living with the Approved Person as a single housekeeping unit), and their parents. In addition, if an Approved Person has no spouse (or spousal equivalent) or children under the age of twenty-five (25) years of age residing with the Approved Person, "Family" may also include one, and only one, additional person designated in writing by the Approved Person in accordance with any applicable BGPOA Rules, provided BGPOA approves such person in the same manner as it approves persons for occupancy of a Lot or Dwelling Unit as otherwise required in the Documents. The Approved Person may not change the additional unmarried person designated pursuant to the foregoing sentence more than one (1) time in any calendar year.

**Item 2. Section 3.1.F. Rights reserved by BGPOA:** Section 3.1.F of the Declaration shall be amended to read as follows, with deletions shown by strikethrough:

F. Rights reserved by BGPOA: Notwithstanding the provisions of Article IV hereof regarding approval by the ARC, the provisions of Section 3.3. and any other provisions of this Declaration to the contrary, BGPOA and its nominees shall have the right to construct, develop, install, alter, maintain and repair such improvements, including but not limited to, a satellite receiving dish, a master antenna system, security communication antenna, communications antenna and cable television equipment and landscaping, including the carrying on of all activities appurtenant thereto or associated therewith, as BGPOA deems necessary for the continued development of Boca Grove. ~~Further notwithstanding the other provisions of this Declaration, BGPOA reserves and BGPOA and its nominees shall have the right, but not limited to, to maintain models and a sales office, place signs, employ sales personnel, use the portions of the Residential Property owned by Builders and the Common Property, and show Dwelling Units.~~

**Item 3. Section 3.3.A(21). Parking Limitations:** Section 3.3.A(21) of the Declaration shall be amended to read as follows, with additions shown as underlined text and deletions shown by strikethrough:

- (21) Parking Limitations: There shall be no ~~pickup trucks, or vehicles which have characteristics of both a truck and a four-wheel passenger automobile, panel trucks or other trucks,~~ golf carts, trailers, boats, boat trailers, campers, motor homes or any type of commercial vehicles displaying any commercial signage of any kind, including magnetic, other than four-wheel passenger automobiles or non-



~~commercial pickup trucks parked or stored within the Property except if wholly contained in an enclosed garage. However, the foregoing prohibition shall not apply to portions of the Property on which bona fide construction activities are taking place, nor does it prohibit routine deliveries by tradesmen or the use of trucks in making service calls, nor does it apply to a situation where a truck becomes disabled and, as a result of emergency, is required to be parked on the Property for a reasonable period of time, nor does it prohibit the storage by BGPOA of its maintenance vehicles and golf carts on the Country Club Area.~~

**Item 4. Section 7.1.D. Leases:** Section 7.1.D of the Declaration shall be amended to read as follows, with additions shown as underlined text:

- D. Leases: No Lot or Dwelling Unit may be leased more than two times during any 12-month period except for a Lot or Dwelling Unit which is occupied: (i) in accordance with a Board approved marketing program for Boca Grove; or (ii) pursuant to a Board approved agreement with a Participant who owns multiple Dwelling Units. Further, no Lot or Dwelling Unit may be leased or rented through any short-term rental, swap or vacation rental service, website, or listing (including, without limitation, "Airbnb," "VRBO" and similar services or websites), nor shall any Lot Owner or Dwelling Unit Owner list or advertise their Lot or Dwelling Unit on such service or website for any short-term rental, swap, or vacation rental. The provisions of this Section 7.1 shall also apply to subleases of a Lot or Dwelling Unit but shall not apply to any Lot or Dwelling Unit owned by BGPOA.

**Item 5. Article VII. Conveyance, Sales, Leasing, Purchase, Gift, Devise, Mortgages and Occupancy of Dwelling Units.** Article VII of the Declaration shall be amended by creating a new Section 7.7 entitled "Maximum Number of Lots/Dwelling Units Owned", with additions shown as underlined text:

Section 7.7. Maximum Number of Lots/Dwelling Units Owned.

No individual or entity may own or hold any legal or equitable ownership interest in more than three (3) total Lots/Dwelling Units within Boca Grove in the aggregate at any time. This restriction on ownership of Lots and Dwelling Units shall apply to any Lot Owner or Dwelling Unit Owner, either in his or her individual capacity, in his or her capacity as a co-owner or spouse of an Owner, or in his or her capacity as a director, officer, member, employee, agent, partner, principal, grantor, trustee or beneficiary of a Lot or Dwelling Unit owned by a corporation, limited liability company, partnership, trust or other similar entity. The Board shall have the authority to require that the Notice required by Section 7.1.A include such additional reasonable information and documents regarding the intended transferee or purchaser, as determined appropriate by the Board to enforce this Section 7.7. Violation of this Section 7.7 shall constitute grounds for disapproval by the Board as provided in Section 7.1.E. Notwithstanding the foregoing, this restriction shall not apply where a bank, institutional first mortgagee or other entity shall acquire title to a Lot or Dwelling Unit as a result of foreclosure or deed in lieu of foreclosure of its mortgage, or where BGPOA acquires title to a Lot or Dwelling Unit as a result of foreclosure, deed in lieu of foreclosure or otherwise.

This Instrument Prepared By:  
Brian T. Meanley, Esquire  
Nelson Mullins  
1905 NW Corporate Boulevard  
Suite 310  
Boca Raton, FL 33431

**CERTIFICATE OF AMENDMENT TO THE  
AMENDED AND RESTATED BY-LAWS  
FOR  
BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC.**

**I HEREBY CERTIFY** that the amendments to the Amended and Restated By-Laws of Boca Grove Property Owner's Association, Inc., a Florida not-for-profit corporation ("BGPOA") attached as Exhibit "A" to this Certificate were duly adopted as Amendments to the Amended and Restated By-Laws of Boca Grove Property Owner's Association, Inc. ("By-Laws") by the affirmative vote of not less than two-thirds (2/3) of the BGPOA Board of Directors (the "Board") at a meeting of the Board on October 28, 2024, held in accordance with Section 4.5 of the Bylaws. The By-Laws are recorded in the Official Record Book 33177, Page 1515 of the Public Records of Palm Beach County, Florida, as amended.

**IN WITNESS WHEREOF**, the Secretary of the Association executed this Certificate, this 28 day of October, 2024.

Signed, sealed and delivered in the presence of: Boca Grove Property Owner's Association, Inc.,  
a Florida not-for profit corporation

Witness #1

Print Name: Eaby Jay

Witness #2

Print Name: Roseline Perez

By: Curt Smith

Curt Smith, Secretary

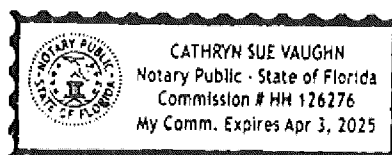
STATE OF FLORIDA )  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me before me by means of ☒ physical presence or ☐ online notarization, this 28 day of October, 2024, by Curt Smith, Secretary of Boca Grove Property Owner's Association, Inc., who is personally known to me or who produced \_\_\_\_\_ as identification.

Name: Cathryn Sue Vaughn

Notary Public, State of Florida at Large

My Commission Expires: April 3, 2025





**EXHIBIT "A"**

**AMENDMENT TO THE AMENDED AND RESTATED BY-LAWS OF  
BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC.**

These amendments to the Amended and Restated By-Laws of Boca Grove Property Owner's Association, Inc. ("By-Laws"), were made by the Board of Directors of Boca Grove Property Owner's Association, Inc., ("Board") in accordance with Section 9.1 of the By-Laws.

**1. Section 3.11. Nominations and Elections of Directors at Annual Members'**

**Meetings; Vacancies.** Section 3.11(f) of the By-Laws is hereby amended to read as follows, with additions shown as underlined text and deletions shown by strikethrough:

- (f) The Nominating Committee shall nominate at least no more than one (1) more candidate than the current number of open Director positions on the Board, provided there are sufficient qualified candidates available; and may nominate up to two (2) additional candidates than the current number of open Director positions on the Board. The Nominating Committee shall consider the qualifications of prospective candidates, including without limitation, the length of time spent residing in Boca Grove, the commitment to remain residing in Boca Grove, the service on the Board or any Committees and such other characteristics deemed appropriate by the Nominating Committee from time to time.

**2. Section 3.11. Nominations and Elections of Directors at Annual Members'**

**Meetings; Vacancies.** Section 3.11(i) of the By-Laws is hereby amended to read, as follows with additions shown as underlined text and deletions shown by strikethrough:

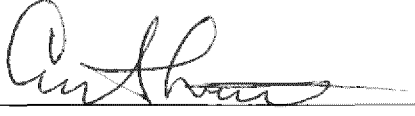
- (i) Any Member may nominate ~~himself~~ themselves for any open Director position, pursuant to Section 720.306(9)(a) of the Homeowners' Association Act, provided that any such nomination must be given to the Secretary at least no sooner than one hundred twenty (120) days before the Annual Members' Meeting and no later than thirty (30) days before the Annual Members' Meeting at which time nominations shall be closed for inclusion on the ballot (with respect to each year, the "Nomination Deadline"), on or before 6:00 p.m. Eastern Time on the Nomination Deadline; petitions for nominations which are not received by the Secretary on or before 6:00 p.m. Eastern Time on the Nomination Deadline shall be disregarded. Notwithstanding the foregoing, Only Members whose names are included on the ballot who participate in the Nominating Committee process as determined by the Nominating Committee may address the Members at any formal "Candidates' Night", or other candidates' forum or participate in any other activities and programs sponsored by the Board Nominating Committee.

- 3. Capitalized Terms.** All capitalized terms used but not defined in these amendments shall have the meaning ascribed to such terms in the By-Laws.

4. **By-Laws are Affirmed.** With the exception of the foregoing amendments, the By-Laws are hereby affirmed and will remain in effect as currently set forth in all other respects.

Attested to on October 28, 2024.

Boca Grove Property Owner's Association,  
Inc., a Florida not-for profit corporation

By:   
Curt Smith, Secretary

This Instrument Prepared By:  
Brian T. Meanley, Esquire  
Nelson Mullins  
1905 NW Corporate Boulevard  
Suite 310  
Boca Raton, FL 33431

**CERTIFICATE OF AMENDMENT TO THE  
AMENDED AND RESTATED BY-LAWS  
FOR  
BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC.**

**I HEREBY CERTIFY** that the amendments to the Amended and Restated By-Laws of Boca Grove Property Owner's Association, Inc., a Florida not-for-profit corporation ("BGPOA") attached as Exhibit "A" to this Certificate were duly adopted as Amendments to the Amended and Restated By-Laws of Boca Grove Property Owner's Association, Inc. ("By-Laws") by the affirmative vote of not less than two-thirds (2/3) of the BGPOA Board of Directors (the "Board") at a meeting of the Board on January 6, 2025, held in accordance with Section 4.5 of the Bylaws. The By-Laws are recorded in the Official Record Book 33177, Page 1515 of the Public Records of Palm Beach County, Florida, as amended.

**IN WITNESS WHEREOF**, the Secretary of the Association executed this Certificate, this 6 day of January, 2025.

Signed, sealed and delivered in the presence of: Boca Grove Property Owner's Association, Inc.,  
a Florida not-for profit corporation

Witness #1

Print Name: Jennifer Jolly

Witness #2

Print Name: Maria Joy

By: Curt Smith

Curt Smith, Secretary

STATE OF FLORIDA )  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me before me by means of ☒ physical presence or ☐ online notarization, this 6 day of January, 2025, by Curt Smith, Secretary of Boca Grove Property Owner's Association, Inc., who is personally known to me or who produced \_\_\_\_\_ as identification.

Name: Cathryn Sue Vaughn  
Notary Public, State of Florida at Large

My Commission Expires: April 3, 2025



**EXHIBIT "A"**

**AMENDMENT TO THE AMENDED AND RESTATED BY-LAWS OF  
BOCA GROVE PROPERTY OWNER'S ASSOCIATION, INC.**

This amendment to the Amended and Restated By-Laws of Boca Grove Property Owner's Association, Inc. ("**By-Laws**"), was made by the Board of Directors of Boca Grove Property Owner's Association, Inc., ("**Board**") in accordance with Section 10.1 of the By-Laws.

1. **Section 6.2. President; Eligibility, Qualification and Election; Powers and Duties.** Section 6.2 of the By-Laws is hereby amended to read as follows, with additions shown as underlined text and deletions shown by strikethrough:

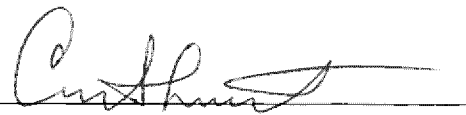
**Section 6.2 President; Eligibility, Qualification and Election; Powers and Duties.** Notwithstanding anything contained herein to the contrary, no Director shall be eligible for election by the Board to serve as President unless such Director has served at least one (1) year of his or her current ~~term~~ tenure on the Board as a member of the Executive Committee. The President shall be the chief executive officer of BGPOA. He shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not-for-profit, including, but not limited to, the power to appoint such Committees at such times from among the Members as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of BGPOA (but, in each case, pursuant to the terms and subject to the conditions set forth in the Documents). If in attendance, the President shall preside at all meetings of the Board.

2. **Capitalized Terms.** All capitalized terms used but not defined in these amendments shall have the meaning ascribed to such terms in the By-Laws.

3. **By-Laws are Affirmed.** With the exception of the foregoing amendments, the By-Laws are hereby affirmed and will remain in effect as currently set forth in all other respects.

Attested to on January 6, 2025.

Boca Grove Property Owner's Association,  
Inc., a Florida not-for profit corporation

By:   
Curt Smith, Secretary



# BOCA GROVE

## PRESIDENT'S DAY POOL PARTY

MONDAY | 11AM-3PM

FEB 19, 2024

FEATURING

BBQ BUFFET

DJ

WATERSLIDE

***\*Orthodox Jews,  
Not Welcome!***

**\$29 ADULTS | \$15 CHILDREN 5-12**

**\*But, BG Thanks you for your  
financial support.**

Menu

Reserve





Isaac Scharf

**OFFICIAL NOTICE: Brining a grievance again Larry Cohen and Hilary Cohen for breaking election campaigning rule and rule 3**

6 messages

Isaac Scharf

Tue, Feb 18, 2025 at 6:27 PM

To: Jennifer Jolly

Hi Jennifer,

I am submitting a formal grievance regarding multiple violations of Boca Grove's election campaign rules and Rule 3 by Larry Cohen, his wife Donna Wolf, and Adam Corin at the Super Bowl party held on POA property.

**Violations of Election Campaign Rules:**

At the event, Mr. Cohen, Mrs. Wolf, and Mr. Corin were all wearing clothing displaying "VOTE FOR LARRY COHEN." This is a direct violation of **Election Campaign Rule (a)**, which explicitly prohibits the posting, circulating, displaying, or distributing of campaign material on **BGPOA or POA premises**. Given the clear wording of the rule, their actions were in direct defiance of Boca Grove's established election guidelines.

Additionally, as stated in the rules:

- **"Any violation by a candidate of these rules of election will be subject to termination of his/her candidacy and/or referral to the Hearing Committee. Any member (non-candidate) who violates the rules will be suspended for 30 days."**  
Given this policy, I formally request that the appropriate action be taken against both the candidate and the non-candidate members involved in this violation.

**Violation of Rule 3 – Member Behavior:**

Furthermore, their actions created an uncomfortable and hostile environment for myself and my family at the Super Bowl party. Rule 3 requires that members conduct themselves with courtesy and respect, treating others in a manner that would not be offensive to a reasonable person. However, their behavior, in overtly campaigning in violation of community rules, disregarded this expectation of civility and consideration for fellow members.

Given the seriousness of these violations, I respectfully request that this matter be formally reviewed and that appropriate disciplinary action be taken per Boca Grove's governing rules.

I appreciate your prompt attention to this matter and look forward to your response.

Sincerely,  
Isaac Scharf

Jennifer Jolly

Tue, Feb 18, 2025 at 10:34 PM

To: isaacscharf

Hi Isaac,

This was already brought to the Nominating Committee. They discussed ambiguities with both candidates and the candidates decided to have the runoff in February with a clean slate and to move forward.

Therefore, this is no longer a grievable offense.

Best,  
Jennifer

Get [Outlook for iOS](#)

**From:** Isaac Scharf**Sent:** Tuesday, February 18, 2025 6:27:22 PM**To:** Jennifer Jolly**Subject:** OFFICIAL NOTICE: Brining a grievance again Larry Cohen and Hilary Cohen for breaking election campaigning rule and rule 3

[Quoted text hidden]

Isaac Scharf

Tue, Feb 18, 2025 at 11:16 PM

To: Jennifer Jolly

I would like to greive based on the breaking of rule 3 or are you letting me know that I cannot bring a greivence against someone that breaks rule 3?

[Quoted text hidden]

Jennifer Jolly

Wed, Feb 19, 2025 at 12:28 AM

To: isaacscharf

Hi Isaac,

It's already been reviewed and ruled on.

Get Outlook for iOS

---

**From:** Isaac Scharf <[REDACTED]>  
**Sent:** Tuesday, February 18, 2025 11:16:19 PM  
**To:** Jennifer Jolly <[REDACTED]>  
**Subject:** Re: OFFICIAL NOTICE: Brining a grievance again Larry Cohen and Hilary Cohen for breaking election campaigning rule and rule 3

[Quoted text hidden]

---

**Mailsuite Notification** [REDACTED]

Wed, Feb 19, 2025 at 12:32 AM

Hot conversation: Jennifer Jolly opened it many times in a short period or forwarded it. [View all 7 opens](#) | [turn off hot conversations](#)

---

**Isaac Scharf** [REDACTED]  
To: Jennifer Jolly [REDACTED]

Wed, Feb 19, 2025 at 10:46 AM

ok, thank you.

-Isaac

[Quoted text hidden]



4:15

5G 39%



Jennifer Jolly B...



RCS chat with Jennifer Jolly

Wednesday, Dec 4 • 12:35 PM

Hi Jenn. I was able to get a golf influencer to come and play boca grove. We're playing with him this Sunday and he's going to post some stuff etc... do you think we can get him a comped round of golf?

<https://www.instagram.com/jakemadams3/profilecard/?igsh=MTc0Y3N5Mnc4MGFmbw==>



Tap to load preview

Link previews are on.  
Learn more or turn off in [Settings](#).

Saturday, 7:44 PM



RCS message





10:29

35%



1



Wednesday, Dec 4 • 12:35 PM

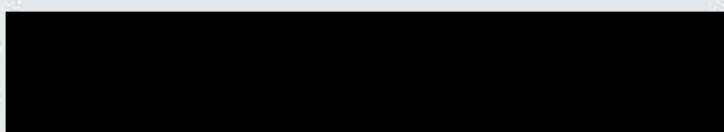
Hi Jenn. I was able to get a golf influencer to come and play boca grove. We're playing with him this

## Message Details

Type: Rich Communication Service Message

Priority: Normal

From:



To:



Sent: 12/4/24 12:35 PM

Received: Jennifer Jolly 12/4/24 3:23 PM

Read by:

[Close](#)

Saturday, Dec 7 • 7:44 PM

Hope you're having a great weekend. We're playing tomorrow



RCS message





Isaac Scharf

**Detailed Account of Events Leading Up to and During December 8th Golf Round with Jake Adams**

1 message

Isaac Scharf

Sun, Jan 12, 2025 at 12:38 PM

To [REDACTED]

Dear Mr. Furr,

I am writing to you from Israel, as I take this matter extremely seriously and wish to address it with the utmost urgency. It is best that this is all in writing.

In the wake of October 7th and the rise in antisemitism, many in the Jewish community including myself, have felt compelled to openly express our Jewish identity in solidarity and resilience.

I am incredibly proud to be a member of Boca Grove, not only because it boasts a world-class golf course and amenities, but because it has long demonstrated its commitment to inclusivity, in particular supporting the Jewish community despite the associated challenges.

It is in this spirit I wished to have the club profiled by Jake Adams, whose social media presence is dedicated to humorously highlighting golf clubs that welcome Jewish individuals despite the historical exclusion of Jews from many prestigious golf courses.

The following is a detailed account of the events surrounding the visit of Jake Adams to Boca Grove on December 8th. I would like to emphasize that at every stage, the activities surrounding Jake's visit were fully authorized, encouraged, and supported by the staff.

On December 4th, I contacted Jennifer Jolly to inform her that I had connected with a golf influencer, Jake Adams, and that I wished for him to review the club. I provided her with a link to his page and asked whether we could comp his round.

Since I did not hear back from Jennifer, I contacted the golf shop and spoke to Dan. Dan was very familiar with Jake and enthusiastically supported him reviewing the club on December 8th. Dan suggested scheduling the round for late afternoon to ensure that Jake's activities do not disturb other members.

Jake arrived at around noon on December 8th, checked in and introduced himself to the staff. The staff was extremely enthusiastic, directing him to the various areas he would be going and offering to assist in any manner during his visit. The staff was also notified regarding a kosher food delivery we had arranged for Jake as part of his content creation. The staff offered to bring the food out to the group or hold it for us by the turn after the ninth hole.

Jake and our group of 4 teed off with members of the staff looking on at about 2:00 pm. At the turn Rob, Dan and other staff members joined us to enjoy the food and watch Jake's content creation, including his "pickle review," which is a central part of his comedic approach. The food was arranged as a courtesy free of charge by Shlomo Goldman without any expectation whatsoever that his supermarket would be mentioned in the review.

Dan came out and joined us on the 12th hole. He gifted Jake apparel from the golf shop and suggested we move quickly to the par 3 13th hole to film Jake's "bar mitzvah hole" content before it got too dark. The bar mitzvah hole is where Jake has the members dance and celebrate with him after sinking a putt for par.

We finished on a quiet course, allowing Jake to create additional content without disrupting anyone.

In the weeks following Jake's visit, Dan and the staff repeatedly expressed their excitement and anticipation for Jake's review.

You are welcome to reach out to Jake directly via his email at [REDACTED]. He can confirm that he only profiles clubs with the knowledge and support of the staff. Upon his arrival at Boca Grove, he checked in and personally introduced himself to the staff, ensuring that everyone was aware of his visit. That he interacted directly with the head of golf and several other staff members throughout the day. The staff was actively involved in coordinating various aspects of the visit, including the kosher food delivery for Jake's content, the "Bar Mitzvah hole" celebration on the 13th hole, and ensuring that everything proceeded smoothly.

Small Detailed Account of Events Leading Up to and During December 8th Golf Round with Jake Adams

It is my understanding from Jake, that the video has received overwhelmingly positive feedback. He believes that the response will continue to be one of positive recognition for Boca Grove as a world-class, inclusive club and community. It was always Jake's intent to showcase the warmth and inclusivity that Boca Grove embodies, particularly toward the Jewish community.

However, if the board deems it necessary, Jake would consider making changes to the post or addressing any misunderstandings or grievances through a follow-up post. His priority is to ensure that Boca Grove is accurately and positively represented.

I fully understand that Jake Adams' review may not align with the tone or style that would typically be representative of an official marketing campaign for Boca Grove. While some portions of the review may not be to everyone's liking or align with our sensibilities, I hope that it is appreciated within the context in which it was made and the audience it was intended to reach.

That being said, I fully appreciate the board's concerns and I am truly sorry for any misunderstanding.

Respectfully submitted,

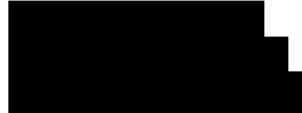
Isaac Scharf



**VIA USPS AND EMAIL**

January 14, 2025

Mr. Isaac Scharf



Re: Notice of Violation and Proposed Penalty  
Boca Grove Property Owner's Association, Inc. ("BGPOA")

Dear Mr. Scharf.

At a Regular Meeting of the Board of Directors ("Board") held on January 13, 2025, the Board reviewed a grievance describing a video posted on social media, tagging bocagrovecc. The video was filmed by your guest on BGPOA property on December 8, 2024. In the video, there are several references to religious practices that have been deemed offensive to a reasonable person.

Upon further investigation and review, the Board has determined that the grievance constitutes a violation by you of the Boca Grove Rules and Regulations ("BGPOA Rules"), General Rules 3 as well as a violation of the Code of Ethics, which is attached. Rule 3 states, in pertinent part:

General Rule 3 – Member Behavior: The conduct, language and habits of members and/or their guests within the Boca Grove complex and under the control of the Boca Grove Property Association shall be tempered with courtesy and respect for fellow members, BGPOA employees and employees of contractors. BGPOA members and their guests shall treat everyone with civility and in a manner that would not be offensive to a reasonable person.

The Board has taken into consideration the above-referenced conduct and has proposed a penalty of ninety (90) days suspension. Suspension includes, without limitation, the deactivation of all auto transponders associated with your membership. During the suspension, you and any of your family members, medical aide, nanny/housekeeper and/or guests are prohibited from using any and all POA property, facilities and services, which include the clubhouse, pool area, pool dining, The Curve, all Curve classes, the playground, children's facilities, tennis facilities including pickleball courts, any and all golf facilities, driving range, putting green and the golf course. The suspension will not preclude you from using the sidewalks, roads and entrances to the Boca Grove community.

Please be advised that there will be a hearing conducted by BGPOA's Hearing Committee ("Committee") on January 30, 2025 at 9:30 am in the Belle Grove room at the Clubhouse located





at 21351 Whitaker Drive, Boca Raton, FL 33433, at which time, the Committee will either confirm or reject the suspension proposed by the Board.

Pursuant to Section 720.305, Florida Statutes, the role of the Committee is limited to determining whether to confirm or reject the proposed suspension. You are entitled to attend the hearing, including attendance by telephone or other electronic means, to show cause why you should not have your membership rights, including transponders, suspended as proposed by the Board.

Although the hearing will occur even if you choose not to attend, if you desire to attend and be heard by the Committee, please notify Cathryn Vaughn, at [cvaughn@bocagrove.org](mailto:cvaughn@bocagrove.org) no later than noon on January 24, 2025, along with the names of anyone else that you anticipate will attend with you, if any.

Please conduct yourself accordingly.

Sincerely,  
Board of Directors  
Boca Grove Property Owners Association, Inc.



## Master Code of Ethics

This code of ethics is enacted to provide a standard of conduct for the Committee Members in any capacity, compensated or volunteer, with Boca Grove ("BGPOA"). All persons subject to this code of ethics are expected to comply in substance and in spirit with its standards.

### STATEMENT OF POLICY

It is the express policy of BGPOA that, in the conduct of the affairs of BGPOA and in any other activities with which the name of BGPOA may be associated, each person subject to this code of ethics shall behave in a moral and lawful fashion, and in conformance with good business and personal ethics, and shall avoid conflicts of interest or the appearance of conflicts of interest. It is imperative that no one shall commit any act, which shall bring dishonor to BGPOA or adversely reflect upon its outstanding reputation.

The terms "immoral" or "unethical" are terms difficult to define. What is meant by these terms involves analysis of moral and legal issues, and established codes of conduct and practice. No hard and fast rule can satisfactorily cover all situations.

Nevertheless, certain criteria are helpful in determining the propriety of a particular activity. Most individuals have a keen awareness of right and wrong and "fair play" and this, coupled with plain common sense, should deter one from conducting oneself improperly.

However, perhaps the best test to use to determine the propriety of any questionable conduct is this: If the particular activity were made known to the general public, would the individual still go ahead and perform the questioned activity? If the answer is no or there are serious doubts, then the questioned conduct should be closely re-examined. If one follows this test, in all of one's activities, that individual should have no problem conforming to this code of ethics.

This code of ethics is not the exclusive source of standards and policies, and is in addition to all other policies and procedures of BGPOA. Such other policies and procedures include, but are not limited to, those contained in the bylaws of BGPOA, general BGPOA rules and employment manuals, as they may be amended from time to time.

Full compliance with this code of ethics is required. Deviations may be determined to be sufficient grounds for removal from office in the case of officers, and removal from a designated position in the case of non-compensated personnel. When in doubt about any proposed action, which may be a potential deviation from these standards, it is the responsibility of the individual to seek approval in advance, from the president of the Board of Directors or general manager in all cases.

Boca Grove committees shall formulate programs and submit recommendations to the Board of Directors for ultimate approval. The officers of BGPOA shall have control of the execution of the programs and recommendations approved by the Board of Directors. Each committee shall act only as a consultant and advisor to the Board of Directors and officers, and may not act on behalf of BGPOA or bind it to any actions.

## **COMPLIANCE WITH LAWS AND REGULATIONS**

### **General:**

While in the performance of their responsibilities, all persons subject to this code of ethics shall comply with all applicable laws and regulations.

While it is not practical to attempt to list all laws to which BGPOA is subject, it is obvious that no one subject to this code of ethics should encourage or participate, directly or indirectly, in misappropriation or conversion of property. We must not participate in any fraudulent or deceptive activities toward BGPOA, its members or suppliers, or anyone else with whom we have association. Examples of such prohibited activities include “kickbacks,” inflated billings, or the offering, directly or indirectly, of money, goods or services where the purpose of the action is to influence a person to act contrary to the interests of BGPOA or that person’s own employer or principal. Because of their significance, further reference is made to laws involving non-discrimination, corporate records and political contributions.

### **Non-Discrimination:**

BGPOA is committed to comply with all laws under which it is bound, prohibiting discrimination because of race, color, religion, national origin, age, physical condition or sex, and to provide an environment free of sexual harassment, as well as harassment of any kind. All persons subject to this code of ethics shall observe and support this policy.

### **Records:**

Accurate and reliable records shall be maintained at all times. All payments of money, transfers of property, furnishing of services and other transactions, must be reflected in full detail in the appropriate accounting and other records of BGPOA.

All persons subject to this code of ethics shall make full and prompt disclosure of all relevant information, and shall otherwise fully cooperate with internal or external auditors, or BGPOA legal counsel, in the course of compliance audits or investigations with respect to this guideline.

### **Political Contributions:**

Federal law prohibits corporations from making direct or indirect political contributions to any federal office-holder or office-seeker. No one subject to this code of ethics shall make, in the name of BGPOA, or pen-nit the making of any political contributions, direct or indirect, when the potential for or appearance of a conflict of interest involving BGPOA may exist. This policy shall not be deemed to discourage anyone from making political contributions out of their personal funds.

## **CONFIDENTIALITY**

BGPOA prides itself on promptly informing its members and the community concerning its activities and operations. However, as in the case of all organizations, individuals subject to this code of ethics may on occasion be granted access to privileged or confidential BGPOA information. The unauthorized disclosure of any such privileged and confidential information, particularly as it may relate to employment issues, could adversely affect BGPOA and the private rights of other persons. The misuse of privileged or confidential information, or the disclosure of such information to outsiders or to others who do not have a “need to know” the information, is a breach of this code of ethics.

## **WHISTLEBLOWER POLICY**

Any employee of BGPOA can bring to the attention of a Board member any concerns he or she may have with regard to any suspected misbehavior on the part of any other employee, manager, Board member or BGPOA member for consideration. All such referrals will remain confidential.

## **CONFLICTS OF INTEREST**

### **General:**

BGPOA relies on the good faith of its directors, officers, committee members, other volunteers and compensated staff in the exercise of their responsibilities to BGPOA. All business judgements on behalf of BGPOA should be made on the basis of such trust and in BGPOA’s best interests. The officers and employees should avoid situations in their personal activities, which are, or appear to be, in conflict with their responsibilities to BGPOA.

Although it is impractical to attempt to define every situation which might be considered a conflict of interest, activities of a person subject to this code of ethics may influence that person’s judgement in the performance of duties to or on behalf of BGPOA.

The following list, while by no means all-inclusive, contains examples of activities or actions, which are to be avoided.

1. Accepting anything more than nominal value, including loans (other than bank loans) and trips from persons with whom BGPOA does business without the prior written approval of the Board of Directors. Gifts or favors of nominal value may be accepted to the extent they meet general standards of ethical business conduct, involve no element of concealment, and are accepted on a reciprocal basis so no element of obligation remains.
2. Misuse, abuse or theft of BGPOA property, or failure to report such actions being committed by others to appropriate BGPOA authority.
3. The personal use of corporate resources, such as facilities, services, supplies and equipment without appropriate permission. This, of course, does not apply to the use of such resources in the performance of one’s job or assignment, as applicable.

4. Directly or indirectly engaging in the sale, rental or purchase of any personal or real property, or services to or from the BGPOA, other than routine purchases of merchandise through normal sales outlets.
5. Appropriating to oneself the benefit or opportunity, which comes as a result of knowledge gained in the course of one's duties to or on behalf of the BGPOA, without the prior written approval from the Board of Directors.
6. Committing an act or permitting an action, which is construed or generally accepted by the community or this BGPOA, to be unethical or in violation of the law.
7. The BGPOA shall not engage in business with any person or business in which a board member or employee (in a decision making capacity) has an existing personal or business relationship (this does not include holding stock in a large public corporation unless the person is an officer of that corporation).

#### **Disclosure Procedure:**

Because it is not possible to list all situations or relationships which might create conflicts of interest problems, and because each situation must be evaluated on the facts, persons subject to this code of ethics should promptly disclose to the Board of Directors in all other cases, any circumstances which might constitute violations of the guideline.

#### **SPECIAL PROVISIONS APPLICABLE TO NON-EMPLOYEES**

Persons subject to this code of ethics shall not be entitled to compensation in any form for services rendered to or for BGPOA. Reimbursement of authorized expenses reasonably incurred in performance of duties on behalf of BGPOA shall be allowed, provided that application for reimbursement is made in accordance with BGPOA procedures.

No one shall use his or her position with BGPOA to obtain special consideration or favors for that individual, or for members of that individual's family.

BGPOA will not engage in business activities with any employee outside the scope of their employment or engagement.

#### **IMPLEMENTATION**

The administration of this code of ethics shall be the responsibility of the Board of Directors, who shall delegate such functions, as it deems appropriate to the general manager of BGPOA.

Any questions with respect to compliance with this code of ethics should be directed to the Board of Directors of BGPOA. The necessity for strict compliance cannot be over-emphasized.

Every director, officer, committee chairman, committee vice-chairman and employee in a supervisory capacity shall take steps to insure that this code of ethics is made known to all persons under their responsibility, and that there is full compliance with its standards at all times.

Any exceptions to the master Code of Conduct must be because it is of critical business necessity and no alternative exists. In addition it must be approved by the board and the head of the finance committee.

## **MASTER CODE OF ETHICS ACCEPTANCE**

I hereby acknowledge that I have received a copy of the code of ethics of Boca Grove Property Owners Association, Inc. ("BGPOA"), and that I have read the code of ethics and understand its contents. I hereby confirm that since the date of my election or appointment to office or employment, as applicable, I have complied with the code of ethics and will continue to do so. I agree to make known the code of ethics to all persons under my supervision and to take action to assure compliance at all times with its standards. I further understand that my violation of the code of ethics will render me liable for removal from office or termination of employment, as applicable under BGPOA's bylaws and rules and regulations, and such other disciplinary action and remedies, as BGPOA may deem appropriate.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_



Isaac Scharf

## BGPOA Notice of Violation and Proposed Penalty | Grievance 2025-003 - Date Change

16 messages

**Boca Grove Board**

To: isaacscharf

Wed, Jan 22, 2025 at 6:36 PM

Dear Mr. Scharf,

Please find the attached letter which has also been sent via USPS.

Sincerely,

### Boad of Directors

*Boca Grove Property Owners' Association, Inc.*



### BOCA GROVE

21351 Whitaker Drive, Boca Raton, FL 33433

[www.bocagrove.org](http://www.bocagrove.org)



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### 6 attachments



image002.png  
469K



image003.png  
194K





image004.png  
17K

**Boca Grove Scharf Notice of Violation and Proposed Penalty-2025-003 Date Change.pdf**  
123K

**Boca Grove Scharf Notice of Violation and Proposed Penalty-2025-003.pdf**  
123K

**Code of Ethics.pdf**  
136K

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**Isaac Scharf** [REDACTED] Tue, Feb 4, 2025 at 10:27 AM  
To: Boca Grove Board [REDACTED] Cathryn Vaughn [REDACTED]

Hi Cathryn,

Please consider this my official notice that I would like to be at the hearing in person, however, I will not be available in person or via other communications on Tuesday February 11th.  
Please confirm receipt of this email and the new date of the hearing.

Thank you,

Isaac Scharf

[Quoted text hidden]

---

**Boca Grove Board** [REDACTED] Tue, Feb 4, 2025 at 3:33 PM  
To: isaacscharf [REDACTED]  
Cc: Cathryn Vaughn [REDACTED]

Good Afternoon Mr. Scharf.

As you know, your disciplinary hearing has been scheduled for February 11, 2025 between the hours 9:30 am – 1:30 pm in the West Wing at the Clubhouse. As mentioned in your prior notices, which are attached, you have the opportunity to appear in person, via telephone, or via video conference. In addition, if you are not able to appear, you may submit a written explanation of why the proposed discipline should not be imposed, which would be read to the hearing committee.

Please note, the hearing will occur as scheduled whether you appear or not. We look forward to your participation accordingly.

#### **Board of Directors**

*Boca Grove Property Owners' Association, Inc.*



#### **BOCA GROVE**

21351 Whitaker Drive, Boca Raton, FL 33433

[www.bocagrove.org](http://www.bocagrove.org)



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[Quoted text hidden]

#### 5 attachments



image002.png  
469K



image003.png  
194K



image004.png  
17K

**Boca Grove Scharf Notice of Violation and Proposed Penalty-2025-003 Date Change.pdf**  
123K

**Boca Grove Scharf Notice of Violation and Proposed Penalty-2025-003.pdf**  
123K

Isaac Scharf  
To: Boca Grove Board  
Cc: Cathryn Vaughn

Tue, Feb 4, 2025 at 3:46 PM

Cathryn,

I have legal right under Florida 720 to attend the hearing in person, I will not be in town and I will be traveling at those times. We have 90 days to have the hearing, so I ask you again to send me some other date options other than February 11th...

" Although the hearing will occur even if you choose not to attend, if you desire to attend and be heard by the Committee, please notify Cathryn Vaughn, at no later than noon on February 4, 2025, along with the names of anyone else that you anticipate will attend with you, if any."

Thank you,

Isaac Scharf

[Quoted text hidden]

Boca Grove Board

Wed, Feb 5, 2025 at 3:08 PM

To: isaacscharf [REDACTED]  
Cc: Cathryn Vaughn [REDACTED]

Good Afternoon Mr. Scharf

Please note, per FS720, you are entitled to a hearing within 90 days of your first notice of violation and you have the right to attend the hearing, however there is no requirement for the hearing to be scheduled at your convenience. The pertinent section of the Statute, with emphasis added, is below for your reference:

(a) An association may suspend, for a reasonable period of time, the right of a member, or a member's tenant, guest, or invitee, to use common areas and facilities for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. This paragraph does not apply to that portion of common areas used to provide access or utility services to the parcel. A suspension may not prohibit an owner or tenant of a parcel from having vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

(b) A fine or suspension levied by the board of administration may not be imposed unless the board first provides at least 14 days' written notice of the parcel owner's right to a hearing to the parcel owner at his or her designated mailing or e-mail address in the association's official records and, if applicable, to any occupant, licensee, or invitee of the parcel owner, sought to be fined or suspended. Such hearing must be held within 90 days after issuance of the notice 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 committee may hold the hearing by telephone or other electronic means. The notice must include a description of the alleged violation; the specific action required to cure such violation, if applicable; and the hearing date, location, and access information if held by telephone or other electronic means. A parcel owner has the right to attend a hearing by telephone or other electronic means.

(c) If the committee, by majority vote, does not approve a proposed fine or suspension, the proposed fine or suspension may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board.

(d) Within 7 days after the hearing, the committee shall provide written notice to the parcel owner at his or her designated mailing or e-mail address in the association's official records and, if applicable, any occupant, licensee, or invitee of the parcel owner, of the committee's findings related to the violation, including any applicable fines or suspensions that the committee approved or rejected, and how the parcel owner or any occupant, licensee, or invitee of the parcel owner may cure the violation, if applicable, or fulfill a suspension, or the date by which a fine must be paid.

Per the notice below, your hearing has been scheduled for **Tuesday, February 11, 2025** between the hours of 9:30 am – 1:30 pm in the West Wing at the Clubhouse. We have confirmed the time of **12:30 pm** for your portion of the hearing. As mentioned in your prior notices, you have the opportunity to appear in person, via telephone, or via video conference. In addition, if you are not able to appear, you may submit a written explanation of why the proposed discipline should not be imposed, which would be read to the hearing committee. Attached please find information on the hearing process for your convenience.

Please note, the hearing will occur as scheduled whether you appear or not. We look forward to your participation accordingly.

Respectfully,

[Quoted text hidden]

 BGPOA - Revised 2024-July.pdf  
150K

Isaac Scharf [REDACTED]  
To: Boca Grove Board [REDACTED]  
Cc: Cathryn Vaughn [REDACTED]

Thu, Feb 6, 2025 at 5:37 PM

Hi Cathryn,  
Thank you for your response regarding the scheduled grievance hearing. While I understand the importance of holding the hearing within 90 days, I am requesting that it be rescheduled to March 11, 2025, as I will be in town and available to attend in person. Florida law requires the HOA to act in good faith toward its members (Good Faith Obligation of the HOA (FS 720.303 & FS 617.0830)) and to enforce rules fairly and transparently.

A refusal to reasonably adjust the hearing date to ensure my full participation could be considered bad faith enforcement, which is subject to review by the Florida Department of Business and Professional Regulation (DBPR).  
Given the severity of the proposed penalty (90-day suspension), it is only reasonable that the hearing be scheduled at a time when I can properly participate in my defense.  
Given the seriousness of this matter, I believe it is in everyone's best interest to allow me the opportunity to be fully present and prepared. This additional time will also ensure that I have the ability to properly review the documents that were requested via certified mail in advance of the hearing.  
I appreciate the clubs cooperation in working toward a fair and transparent process and look forward to your confirmation of the updated date.  
Best regards,  
Isaac Scharf

[Quoted text hidden]

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**Boca Grove Board**

Thu, Feb 6, 2025 at 8:42 PM

To: isaacscharf [REDACTED]  
Cc: Cathryn Vaughn [REDACTED]

Good Evening Mr. Scharf,

Thank you for your email.

Please note, that while we do not agree with your legal argument, we are willing to accommodate your request to hold the hearing on Tuesday, March 11, 2025, as due to the sensitive nature of this particular matter, the Hearing Panel prefers your in person attendance.

Please note also we will not accommodate any further requests to extend, adjust nor modify the date and time scheduled, which is 9:30am on Tuesday, March 11, 2025.

[Quoted text hidden]

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**Isaac Scharf**

Fri, Feb 7, 2025 at 12:27 PM

To: Boca Grove Board [REDACTED]  
Cc: Cathryn Vaughn [REDACTED]

Thank you for your response. I'll see you on March 11th

[Quoted text hidden]

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**Mailtrack Reminder**

Sat, Feb 8, 2025 at 12:27 PM

Reply-To: [REDACTED]

To: [REDACTED]

Your email to [REDACTED] and one other recipient has not been opened yet. Snooze for [24H](#), [48H](#) or [72H](#) ([disable](#))

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**Boca Grove Board**

Sun, Feb 9, 2025 at 9:49 AM

To: isaacscharf [REDACTED] Boca Grove Board [REDACTED]  
Cc: Cathryn Vaughn [REDACTED]

Good Morning Mr. Scharf.

Your response for March 11, 2025 has been received. Thank you

[Quoted text hidden]

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**Isaac Scharf**

Mon, Feb 10, 2025 at 9:25 AM

To: Ross Kevin [REDACTED]

[Quoted text hidden]

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**Isaac Scharf**

Tue, Feb 11, 2025 at 11:55 PM

To: [REDACTED]

----- Forwarded message -----

From: **Boca Grove Board** <[REDACTED]>  
Date: Wednesday, January 22, 2025  
Subject: BGPOA Notice of Violation and Proposed Penalty | Grievance 2025-003 - Date Change  
[Quoted text hidden]

6 attachments



image002.png  
469K



image003.png  
194K



image004.png  
17K

 **Boca Grove Scharf Notice of Violation and Proposed Penalty-2025-003 Date Change.pdf**  
123K

 **Boca Grove Scharf Notice of Violation and Proposed Penalty-2025-003.pdf**  
123K

 **Code of Ethics.pdf**  
136K

Isaac Scharf

Sun, Mar 9, 2025 at 11:10 PM

To: Boca Grove Board  
Cc: Cathryn Vaughn

Good evening.

To whom this may concern;

Below is my witness list for my upcoming grievance hearing on Tuesday, March 11th at 9:30am.

- Kevin Ross
- Shlomo Goldman
- Jake Adams
- Rabbi Yaakov Gibber
- Geoffrey Newman (Board member)
- I'm assuming the club's employees that were involved will be there too(Rob and Dan)

Also, does the club record the grievance committee hearing? If the club does not, am I allowed to record it myself?

Sincerely,

Isaac Scharf

[Quoted text hidden]

Boca Grove Board

Mon, Mar 10, 2025 at 12:26 PM

To: isaacscharf  
Cc: Cathryn Vaughn

Dear Mr. Scharf.

Thank you for your requested witness list.



As a reminder, the purpose of the hearing is for you to have the opportunity to show cause why the proposed discipline should not be imposed. This means that you may speak, and you may provide information you believe supports your position.


Individuals who were physically present may be permitted to speak, at the discretion of the hearing panel, but those who were not physically present or who have already been heard by the hearing panel will not have an opportunity to speak, unless otherwise determined to be necessary by the hearing panel.

Additionally, BGPOA does not record nor allow recording of any grievance hearing proceedings.

Please refer to the attached document with further information on hearing etiquette and inform your witnesses accordingly.

[Quoted text hidden]

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 **BGPOA - Revised 2024-July.pdf**  
150K

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**Isaac Scharf**

Mon, Mar 10, 2025 at 12:34 PM

To: Boca Grove Board

Cc: Cathryn Vaughn

Thank you for the information. See you tomorrow.

Best,  
Isaac

[Quoted text hidden]

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**Mailsuite Reminder**

Tue, Mar 11, 2025 at 12:34 PM

[Quoted text hidden]



To: Boca Grove Board of Directors

From Grievance Fact Finder

Date Jan.12, 2025

RE: Grievance No. 2025-003; 2025-004; 2025-005; 2025-006

Parties and witnesses:

- A. Golf Professional
- B. Person against whom this grievance is made in grievance 2025-003
- C. Person against whom this grievance is made in grievance 2025-004
- D. Person against whom this grievance is made in grievance 2025-005
- E. Person against whom this grievance is made in grievance 2025-006

A told me that on December 8, a guest Jake Adams was brought by another member B to play golf.

Several other members D and E joined the round. The round was uneventful. At some point in the round food from a Kosher source was brought the men's locker room where it was consumed by some of the players and golf staff.

E told me that he came to the club to play golf as usual. B invited him to play with Jake Adams, and C and D and B joined the game. He did not know that any videos were being made or that any pictures were going to be taken for an Instagram or Tic toc Video. The round was routine. When they got to the 13<sup>th</sup> hole, Jake Adams said it was a bar Mitzvah hole they should do a quick little dance which they did in good fun. E told me that at the turn, he went into the locker room to get coffee and nuts. There was food there which some ate but he didn't. The round was otherwise uneventful, and he left. He says he had no idea that any video was being produced or going to be put on the internet. He loves Boca Grove and would do nothing to hurt it or say anything negative about the club. He is shocked at what happened and wants this over. He seems sincerely upset and regretful that this happened.

D told me that he received a call from B that he needed a 4<sup>th</sup> for a round of golf. He agreed to play. He was told by B that Jake Adams was a guest in the foursome. He knew somewhat who Jake Adams was. He asked B if Boca Grove knew that Adams was the guest and B said the club did know. D said that Adams videoed some of his shots which was not unusual in a round. On the 13th hole, Adams called it the bar mitzvah hole and they did a little dance on the tee. C brought some sandwiches to the locker room but D did not eat since he was joining his family in the Club. He said that Adams ate at the club with B after the round. D said he had no idea that a video was being made and would be posted and would not have been a part of that.

I have tried to interview C who has not returned my calls or texts. I understand he may be out of the country.

I received an email from B which he sent rather than speak with me.  
Below is the entire text of his email:

“I am writing to you from Israel, as I take this matter extremely seriously and wish to address it with the utmost urgency. It is best that this is all in writing.

In the wake of October 7th and the rise in antisemitism, many in the Jewish community including myself, have felt compelled to openly express our Jewish identity in solidarity and resilience.

I am incredibly proud to be a member of Boca Grove, not only because it boasts a world-class golf course and amenities, but because it has long demonstrated its commitment to inclusivity, in particular supporting the Jewish community despite the associated challenges.

It is in this spirit I wished to have the club profiled by Jake Adams, whose social media presence is dedicated to humorously highlighting golf clubs that welcome Jewish individuals despite the historical exclusion of Jews from many prestigious golf courses.

The following is a detailed account of the events surrounding the visit of Jake Adams to Boca Grove on December 8th. I would like to emphasize that at every stage, the activities surrounding Jake's visit were fully authorized, encouraged, and supported by the staff.

On December 4th, I contacted Jennifer Jolly to inform her that I had connected with a golf influencer, Jake Adams, and that I wished for him to review the club. I provided her with a link to his page and asked whether we could comp his round.

Since I did not hear back from Jennifer, I contacted the golf shop and spoke to A. A was very familiar with Jake and enthusiastically supported him reviewing the club on December 8th. A suggested scheduling the round for late afternoon to ensure that Jake's activities do not disturb other members.

Jake arrived at around noon on December 8th, checked in and introduced himself to the staff. The staff was extremely enthusiastic, directing him to the various areas he would be going and offering to assist in any manner during his visit. The staff was also notified regarding a kosher food delivery we had arranged for Jake as part of his content creation. The staff offered to bring the food out to the group or hold it for us by the turn after the ninth hole.

Jake and our group of 4 teed off with members of the staff looking on at about 2:00 pm. At the turn A and other staff members joined us to enjoy the food and watch Jake's content creation, including

his "pickle review," which is a central part of his comedic approach. The food was arranged as a courtesy free of charge by B without any expectation whatsoever that his supermarket would be mentioned in the review.

A came out and joined us on the 12th hole. He gifted Jake apparel from the golf shop and suggested we move quickly to the par 3 13th hole to film Jake's "bar mitzvah hole" content before it got too dark. The bar mitzvah hole is where Jake has the members dance and celebrate with him after sinking a putt for par.

We finished on a quiet course, allowing Jake to create additional content without disrupting anyone.

In the weeks following Jake's visit, A and the staff repeatedly expressed their excitement and anticipation for Jake's review.

You are welcome to reach out to Jake directly via his email at [REDACTED]. He can confirm that he only profiles clubs with the knowledge and support of the staff. Upon his arrival at Boca Grove, he checked in and personally introduced himself to the staff, ensuring that everyone was aware of his visit. That he interacted directly with A and several other staff members throughout the day. The staff was actively involved in coordinating various aspects of the visit, including the kosher food delivery for Jake's content, the "Bar Mitzvah hole" celebration on the 13th hole, and ensuring that everything proceeded smoothly.

It is my understanding from Jake, that the video has received overwhelmingly positive feedback. He believes that the response will continue to be one of positive recognition for Boca Grove as a world-class, inclusive club and community. It was always Jake's intent to showcase the warmth and inclusivity that Boca Grove embodies, particularly toward the Jewish community.

However, if the board deems it necessary, Jake would consider making changes to the post or addressing any misunderstandings or grievances through a follow-up post. His priority is to ensure that Boca Grove is accurately and positively represented.

I fully understand that Jake Adams' review may not align with the tone or style that would typically be representative of an official marketing campaign for Boca Grove. While some portions of the review may not be to everyone's liking or align with our sensibilities, I hope that it is appreciated within the context in which it was made and the audience it was intended to reach.

That being said, I fully appreciate the board's concerns and I am truly sorry for any misunderstanding.

Respectfully submitted,

B"

I discussed this email with A. A told me that he did not know that Jack Adams was coming beforehand nor was he asked permission for Adams to come to the club. It is true that the staff was told a delivery of Kosher food was coming. After the fact, A did tell our manager Jennifer Jolly about the food delivery and was told that it is not allowed to bring food to the club. A and another member of the professional staff did eat a sandwich when offered. A did give Adams a Boca Grove hat. A had no idea that a video was being made. A said he did not express excitement or anticipation about an upcoming video.

I spoke with our general manager Jennifer Jolly who has no record of A contacting her about Jake Adams visiting the club on December 4 or anytime. She did not give permission for the visit or the creation of the video.

Boca Grove Property Owners Association, Inc.  
Fining and Suspension Process

**Hearing Etiquette**

- FS 720.305 hearing process is state mandated and is not a court of law, this is a hearing process to discuss a penalty proposed by the BGPOA Board of Directors in response to a violation of the BGPOA Governing Documents.
- Parties / attendees may not address each other directly. All commentary and questions must be delivered and asked by Hearing Committee Chairman.
- Counsel is not required. If present, may not speak at the hearing but may advise their client.

**From the First Amended and Restated Declaration of Protective Covenants and Restrictions for Boca Grove (“Declaration”) and Section 720.305, Florida Statutes**

1. **Declaration Section 8.4. Violation is presented to the Board:** Any Member whose conduct or failure to comply with the provisions of the Documents, including, but not limited to, the failure to pay any amounts due to BGPOA from the Member under the Documents and whose conduct or failure to comply with the provisions of the Documents shall in the opinion of the Board be considered detrimental to the welfare of BGPOA may be suspended after notice to such Member and an opportunity to be heard, as more specifically set forth below.
2. **Proposed Fine/Suspension. Board proposes fine or suspension at a regular or special meeting:** BGPOA may suspend the rights to use all or any portion of the Common Property; provided however, a suspension may not prohibit an Owner or lessee of a Dwelling Unit from having vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park. During a suspension, a suspended Member shall still be obligated to pay all applicable Assessments and other charges payable to BGPOA notwithstanding that such suspended Member, Family and their guests, invitees and any lessees or sublessees residing in his Dwelling Unit and their Family and their guests shall not be entitled to use any of the facilities located on the Country Club Area.

In addition to suspension of rights to use any portion of the Country Club Area, BGPOA may levy reasonable fines, not to exceed Five Hundred (\$500.00) Dollars per violation and up to Twenty Five Thousand (\$25,000.00) Dollars for a continuing violation, against any Member or any Member's Family, tenant, guest or invitee, jointly and severally, for any violation of the Documents.

- **Discussion should be limited to the proposed penalty only, not the individual or the conduct, both of which should already have been vetted.**
3. **Written Notice of Violation and Hearing.** Member is notified of alleged conduct, proposed penalty and hearing: Once the Board approves a proposed fine or suspension for a violation, the Member must be sent a written notice, describing the following: (i) the alleged violation; (ii) the specific action required to cure such violation (if applicable); (iii) the proposed fine or suspension; (iv) the date and location of the hearing before a committee of at

least three (3) Members, appointed by the Board, none of whom may be officers, directors or employees of BGPOA, or the spouse, parent, child, brother or sister of an officer, director or employee of BGPOA (“Hearing Committee”).<sup>1</sup> The Member has the right to attend the hearing by telephone or other electronic means. The notice must be sent to the Member’s designated mailing address or email address (if the Member has consented to receive notice by electronic transmission) at least fourteen (14) days prior to the hearing.

**4. Hearing. Pursuant to Section 720.305, Florida Statutes, the hearing must occur regardless of whether the Member requests or attends the hearing.**<sup>2</sup>

- The role of the Hearing Committee is limited to determining whether to approve or reject the fine or suspension proposed by the Board. The Hearing Committee has no authority to increase, decrease, or modify the proposed fine or suspension.
- After the hearing, the Hearing Committee must provide written notice to the Member of its findings related to the violation, including any fines or suspensions that were approved or rejected, and how the Member may cure the violation (if applicable). The notice must be sent to the Member’s designated mailing address or email address (if the Member has consented to receive notice by electronic transmission).<sup>3</sup>
- If the Hearing Committee, by majority vote, does not approve the fine or suspension proposed by the Board, the fine or suspension may not be imposed. The Hearing Committee may but is not required to present a non-binding recommendation on a new penalty for the Board’s consideration. The Board must deliberate any new proposed penalty at an open meeting followed by a Hearing. The Hearing Committee must approve any new proposed penalty before it can be imposed. No penalty may be imposed until the Hearing Committee and the Board agree on such penalty.
- If the Hearing Committee, by a majority vote, approves a proposed fine or suspension, the fine payment is due within thirty (30) days after the written notice of the committee’s findings. An approved suspension is effective on the date determined by the Board.<sup>4</sup>

**5. Suspension for Delinquencies over ninety (90) days.** The Board may also suspend the rights to use all or any portion of the Common Property or the voting rights of a Member for failure to pay assessments or other charges due to BGPOA for more than ninety (90) days. The Board must approve any such suspension at a properly noticed meeting; however, the procedural requirements for a hearing before the Hearing Committee do not apply. Upon approval, the Board must send written notice of the suspension to the Member’s designated mailing address or email address (if the Member has consented to receive notice by electronic transmission).

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<sup>1</sup> HB 1203 (2024) approved by Florida legislature and awaiting Governor signature amends statute to also required the “access information if [the hearing is] held by telephone or electronic means.”

<sup>2</sup> HB 1203 (2024) amends statute to provide that if violation is corrected prior to hearing, fine or suspension may not be imposed.

<sup>3</sup> HB 1203 (2024) amends statute to also require the notice to state how the suspension can be fulfilled.

<sup>4</sup> HB 1203 (2024) amends this statute to provide that due date for fine cannot be any sooner than thirty (30) days from the date of the written notice.



6. **Member Grievances.** **Member to Member complaints must be timely filed.** Pursuant to the Resolution of the Board of Directors dated May 23, 2023, complaints made by a Member against another Member or other person (“Member Grievances”) pertaining to violations of the Governing Documents must be reported in writing to BGPOA within fifteen (15) days from the date of occurrence of the incident giving rise to the Member Grievance (“Reporting Period”). Any Member Grievances which are first reported to BGPOA after the Reporting Period has expired will not be accepted nor acted upon by BGPOA. The Reporting Period shall not apply to violations of the Governing Documents and other disciplinary matters initiated and pursued by BGPOA or its agents and employees.



**(HEARING COMMITTEE)**

VIA EMAIL AND USPS

March 11, 2025

Mr. Isaac Scharf



Re: Notice of Approved Suspension After Hearing  
Boca Grove Property Owner's Association, Inc. ("BGPOA")

Dear Mr. Scharf,

Pursuant to Section 720.305, Florida Statutes, the purpose of this correspondence is to notify you of the findings and decision of BGPOA's Hearing Committee ("Committee") regarding the proposed suspension resulting from the violation described in BGPOA's previous Notice of Violation and Proposed Penalty dated January 14, 2025 ("Prior Notice"). A copy of the Prior Notice is enclosed.

As you know, a hearing was conducted by the Committee on March 11, 2025, which you attended. After full consideration of the relevant facts, the Committee voted unanimously to approve the proposed 90-days suspension.

**Accordingly, the 90-days suspension is effective immediately as of March 11, 2025, and will end on June 9, 2025.**

Please note that suspension includes, without limitation, the deactivation of all auto transponders associated with your membership. You and/or your guests are prohibited from using any and all POA property, facilities and services, which include the clubhouse, pool area, pool dining, The Curve, all Curve classes, the playground, children's facilities, tennis facilities including pickleball courts, any and all golf facilities, driving range, putting green and the golf course. The suspension will not preclude you from using the sidewalks, roads and entrances to the Boca Grove community.

Please conduct yourself accordingly.

Respectfully,  
Hearing Committee  
Boca Grove Property Owners' Association, Inc

ENCLOSURE

## Cathryn Vaughn

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**From:** Cathryn Vaughn  
**Sent:** Thursday, January 9, 2025 2:53 PM  
**To:** Jennifer Jolly  
**Subject:** Fwd: Voice Mail (1 minute and 6 seconds)  
**Attachments:** audio.mp3

Would you like me to call her back?  
Sent from my iPhone

Begin forwarded message:

**From:** [REDACTED]  
**Date:** January 9, 2025 at 2:39:59 PM EST  
**To:** Cathryn Vaughn [REDACTED]  
**Subject:** Voice Mail (1 minute and 6 seconds)  
**Reply-To:** [REDACTED]

Hello Catherine or Jennifer, this is [REDACTED]. I was just sent a something from Instagram that apparently a member of our club sent out about it. It's just disgusting and relating to Boca Grove and I don't know Orthodox community, but it was it was unacceptable. Anyway, if Jennifer is not aware of this, I'll be happy to bring it to her. I heard the person who did it with somebody who had been suspended by the club. Anyway, give me a call back and let me know if you know about this. And if you don't, I'll be happy to bring my phone and show you the Instagram. But it's all over somebody who was not Jewish who lives in a different state need a Dieter Anyway. My number is [REDACTED]

You received a voice mail from [REDACTED]

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Thank you for using Transcription! If you don't see a transcript above, it's because the audio quality was not clear enough to transcribe.


[Set Up Voice Mail](#)



(HEARING COMMITTEE)  
VIA EMAIL AND USPS

*(Clarification based on Declaration, Article VIII, Section 8.4, in italics)*

March 18, 2025

Mr. Isaac Scharf  


Re: Notice of Approved Suspension After Hearing  
Boca Grove Property Owner's Association, Inc. ("BGPOA")

Dear Mr. Scharf,

Pursuant to Section 720.305, Florida Statutes, the purpose of this correspondence is to notify you of the findings and decision of BGPOA's Hearing Committee ("Committee") regarding the proposed suspension resulting from the violation described in BGPOA's previous Notice of Violation and Proposed Penalty dated January 14, 2025 ("Prior Notice"). A copy of the Prior Notice is enclosed.

As you know, a hearing was conducted by the Committee on March 11, 2025, which you attended. After full consideration of the relevant facts, the Committee voted unanimously to approve the proposed 90-days suspension.

**Accordingly, the 90-days suspension is effective immediately as of March 11, 2025, and will end on June 9, 2025.**

Please note that suspension includes, without limitation, the deactivation of all auto transponders associated with your membership. *You and any of your family members, medical aide, nanny/housekeeper and/or guests* are prohibited from using any and all POA property, facilities and services, which include the clubhouse, pool area, pool dining, The Curve, all Curve classes, the playground, children's facilities, tennis facilities including pickleball courts, any and all golf facilities, driving range, pergola, putting green and the golf course. The suspension will not preclude you from using the sidewalks, roads and entrances to the Boca Grove community.

Please conduct yourself accordingly.

Respectfully,  
Hearing Committee  
Boca Grove Property Owners' Association, Inc

ENCLOSURE