

## OFFICIAL RULES AND REGULATIONS

The following rules and regulations are for our safety and security, to provide the quality of life that we desire, and to protect our investment.

The neighborhood Association is subject to The Renaissance Commons Master Association governing documents as well as Firenze at Renaissance Commons governing documents. In the event of a conflict between these rules and the documents, the documents shall control and supersede such rules. In addition, Chapter 720, Florida Statutes, generally known as the Homeowner Association Act, may address some of the issues set forth herein and in certain circumstances may override the governing documents.

All owners and residents are required to observe all Use Restrictions of the Firenze Association Documents and Renaissance Common Master Association documents. Each resident is responsible for ensuring that their guests, licensees and invitees obey the rules and regulations of the Association.

### Air Conditioning

- Only central air conditioning is permitted. No window, wall, portable or other individual air conditioning unit can be installed.

### Assessments

- Assessments are due on the 1<sup>st</sup> of every month. After the 15<sup>th</sup> they are subject to a \$25 late fee.

### Commercial Activity

- There are 48 units in Firenze that are designated as live/work townhouse units. These are units with lot numbers 1 – 4 inclusive, and lots 25 -68 inclusive. A list of permitted commercial activities for the work / live units is provided in the Declaration of Covenants, Section D.
- Except for those 48 units, no trade, business, profession or any other type of commercial activity shall be carried on in the townhouse units, however, an Owner shall be permitted to carry on a computer / internet related business within the Unit, provided it does not generate any retail traffic and is in compliance with other laws. No other businesses are permitted.

### Delinquent Owners - Loss of Recreational Amenities, Right to Vote, and Right to Serve on the Board of Directors:

- Owners who are more than 90 days' delinquent could lose their right to vote on Association matters, their right to serve on the Board of Directors, and all rights to use the Firenze recreational amenities. These amenities include the pool and access to the clubhouse. Loss of use rights includes the Owner(s), the Owner's tenant(s), and all invitees and guests of the unit. These rights will be restored if the Owner pays monetary obligations in full, or the Owner is abiding by a payment plan that is established approved by the Association.
- If a Townhouse is occupied by a tenant and an Owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all monetary obligations of the Owner related to the unit have been paid in full to the Association. The

tenant must pay the monetary obligations to the Association until the Association releases the tenant or the tenant discontinues tenancy in the unit.

#### Exterior Modifications:

- Except as otherwise provided under law, no changes can be made to the outside of a townhouse without submitting an Architectural Application with must be approved by the Architectural Review Board.

#### Fitness Center

- Only a resident or a guest of a resident can use the Fitness Center. Residents must be with their guests at the time they are using the Fitness Center and there is a maximum of two guests with a resident at a time.
- You must be 18 years of age to use the Fitness Center. Persons 14-17 years of age must be accompanied by a parent or legal guardian. No one 13 years of age or younger may enter the Fitness Center under any circumstances. The Fitness Center is to be used only by those exercising.
- Athletic shoes and shirt must be worn at all times.
- No food or alcohol is permitted and no smoking is permitted. Please bring a towel. Wipe perspiration off the equipment using the cleaning solution and paper towels provided.

#### Garages and Gutters

- Garages shall be used only for the purpose of parking motor vehicles therein and shall not be converted for any other use.
- No modification to garage doors or roof gutters may be made without the prior written consent of the Association.

#### Garage Sales

- No garage sales are permitted without the prior written consent of the Association. In any event, no owner may hold more than one sale per year not to exceed 48 hours in duration.

#### Guests

- Residents are responsible for the actions of their guests.
- Guests living in the unit for more than 30 days total in any twelve-month period must be screened and approved by the Board.
- Guests are subject to the same rules as residents.

#### Homeowner Insurance

- Each Owner is required to insure his/her/its unit.
- Tenants are also encouraged to obtain renter's insurance.

### Hurricane Shutters

- Hurricane shutters shall only be employed when a hurricane is in the designated zone (“box”) as set forth by the National Hurricane Center. Shutters may be installed up to 72 hours before said hurricane is scheduled to make landfall and must be removed 72 hours after a hurricane.

### Mailbox Keys

- Mailbox replacement keys may be ordered from any Boynton Beach post office. You must appear in person and they will provide details.

### Move-ins/Move-outs

- Owners must provide a current signed lease prior to move-in. Owners must also provide a copy of any renewal lease after the original lease has expired. The leasing of a Lot is subject to the prior written approval of the Association as more fully set forth in the governing documents for Firenze at Renaissance Commons.
- For security purposes, owners are required to contact the office immediately when a tenant vacates the unit.
- All persons moving in must be approved by the Board as residents before entering the property or be accompanied by a realtor or the unit owner while on the property.
- Applications for screening and leases can only be submitted by the listing agent or the unit owner (See Tenants and Leases below).
- PODS or portable storage units may only be placed on the property after approval by the Property Manager, and may be on the property no longer than forty-eight (48) hours.

### Nuisance

- A residents and guests are not permitted to do or keep anything in their unit that will increase the insurance rates of the Association, interfere with the rights of other residents, or make noise that disturbs other residents.
- Residents and guests shall not commit or permit any nuisance, illegal behavior, or inappropriate behavior in the Townhouses or on the property.

### Pets

- No more than two dogs, two large birds, cats or other household pets are permitted provided they are not kept, bred, or maintained for any commercial purpose and provided they further they are kept so as not to be an annoyance or nuisance to anyone in the property.
- An Owner’s 2 dogs cannot exceed 150 pounds in aggregate weight and any 1 dog may not weigh more than 100 pounds.
- Pit Bulls are not permitted as more fully described in Master Association Documents. In addition, under no circumstances shall a “Dangerous Dog” (as hereinafter defined) be permitted on any Lot or in a Home, or anywhere within the Association. A “Dangerous Dog” is defined as a dog which

meets any one of the following criteria: (a) has aggressively bitten, attacked, endangered or has inflicted severe injury on a human being at any time whether on or off the Association property, (b) has severely injured or killed a domestic animal at any time whether on or off the Association property, or (c) has, when unprovoked, chased or approached any person upon the Streets, Drives, Roads, Avenues, Roadways and/or Sidewalks, or any other portion of the Association property in a menacing fashion or apparent attitude of attack; provided, however, a dog shall not be a "Dangerous Dog" if the threat, injury, death or damage was sustained by a person who, at the time, was unlawfully on the Association property (or any portion thereof) or, while lawfully on the Association property (or any portion thereof), was tormenting, abusing or assaulting the dog or its owner or a family member; provided further, that no dog may be a "Dangerous Dog" if the dog was protection or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

- Each Owner/Resident who determines to keep a pet thereby agrees to indemnify the Association, and its officers, directors, employees and agents, against any loss or liability of any kind or character whatsoever, arising from or growing out of such Owner/Resident keeping any animal within the Association community.
- All dogs must remain leashed, using a leash that does not exceed four (4) feet in length, temporarily caged, or carried at all times per county ordinance, except within your unit.
- Cats are not permitted outside your unit unless leashed, temporarily caged, or carried.
- Dogs may be walked and curbed anywhere on the property except inside the gates of the pool or in any indoor amenity.
- Dog solid waste must be picked up immediately and disposed of in the appropriate containers.
- A pet may not be left unattended or unsupervised outside for more than one hour at a time. No pets may be left outside between the hours of 9:30 pm and 7:00 am.
- If an animal is reported to be a nuisance to others by excessive barking or other behavior, and it is confirmed by the Property Manager, the pet owner must correct the behavior. If not, the Association can require its permanent removal.
- Pets are not to be kept, bred, or maintained for commercial purposes.
- Exotic or venomous pets or any pet that if let loose would constitute "vermin" are not permitted.

#### Sheds and Storage

- No shed or other means of outside storage may be constructed on any lot.

#### Patios, Balconies, Terraces, and Front Door Area Condition

- All balconies and front door areas are subject to inspection by the Property Manager to assure that they do not interfere with the aesthetics, uniformity, and/or safety of the community.

- Flowerpots are permitted. In case of a hurricane, all pots must be brought inside the unit or the pots will be removed and disposed of. It is the occupant's responsibility to maintain and care for the pots and flowers in an appropriate manner.
- All holiday decorations must be removed within two weeks after the holiday.
- Pavers cannot be installed on the common property.
- Oversized tables/bars, railing screens, or coverings are not permitted.
- For safety reasons, gas and charcoal grills are not permitted on patios or balconies. Only electric grills can be used for cooking on patios and balconies.
- For safety reasons, devices that can create large amounts of smoke are prohibited.
- You cannot store such things as toys, fishing poles, coolers, chests, shoes, strollers, bicycles, or trash cans on your patio, balcony, terrace, or front door area.
- Residents are responsible for the removal of all personal belongings on the patios, balconies, entry areas and outside of the unit upon notification of an impending hurricane.
- No personal items may be stored or placed anywhere on common property.
- For safety reasons, hanging plants or other items on the balconies must be at least 18" in from the railing.
- No items may be attached to the patio ceilings or edges unless approved in writing by the Board.
- For safety reasons, flower boxes must face inward towards the building and cannot in any way hang over the edge.

#### Pool

- Pool is for the use of owners, their family members and guests. There is no lifeguard on duty. Swim at your own risk
- Pool hours are dawn until dusk.
- No smoking is permitted anywhere within the fenced areas around the swimming pool.
- For hygienic reasons, please shower before entering. No soap, oil, or foaming agents are permitted in the pool.
- No food, glass, or drinks of any kind are permitted in the pools, or within 3 feet of the pool or any other area inside the gated pool areas.
- For safety reasons, dogs may be walked and curbed anywhere on the property except inside the gates of the pool or in any indoor amenity.

- For safety reasons, skateboards, bicycles, scooters, or rollerblades are not permitted in the pool area.
- For safety reasons, all children under 14 years of age must be accompanied by an adult.
- No diving, flipping, jumping, ball playing, running, or rough play is permitted in the pool or pool area.
- No rafts are permitted in the pools. Noodles are permitted.
- No yelling, shouting, or foul language is permitted.
- Pool furniture must remain on the pool deck.
- No one who is feces incontinent may enter the pool.
- Do not enter the pool if you have diarrhea.
- Do not swallow pool water.
- Disturbing noise levels and/or loud music is not permitted. Noise levels are based on the determination of the HOA. There is also a noise ordinance in the Boynton Beach which the police department will enforce.
- You must lower the music and/or leave the pool area if instructed by any other member of the HOA staff.
- Intoxicated people are not permitted in the pool areas.

#### Satellite Dishes / Antennae / Flags

- Unless otherwise permitted pursuant to the Telecommunications Act of 1996 and its corresponding FCC rule, no exterior radio, television, other electronic antennae, may be installed without the written approval of the Association.
- A satellite dish is permitted provided it is no larger than one meter (approx. 39”) in diameter. Said dish may only be installed on an area within the exclusive use or control of the unit owner or resident. Unit owners shall strive to ensure the dish is not visible from the common areas. No dish may be installed on the common areas.
- One portable U.S. flag is permissible and may be displayed in the manner set forth under Chapter 720, et. seq.

#### Safety

- Emergencies requiring police or rescue should contact 911.

- To report an emergency outside of these hours, please call the Boynton Beach Police at 561-732-8116, Boynton Beach Fire at 561-732-8166, or 911 depending on the severity of the situation.

### Signs

Any parcel owner may display a sign of reasonable size provided by a contractor of security services within 10 feet of an entrance to a home except that no sign shall be displayed on the common areas. All other signs must be approved in writing by the Association.

### Tenants and Leases

- To lease a unit, the owner must be current on their homeowner fees and with no funds owing the Association and no unresolved violations.
- It is the Owner's obligation to provide the renter with a full set of the current Association documents and by laws, in addition to any keys and or FOBs.
- All adult applicants must complete a screening process and have Board approval prior to occupancy. The screening process is subject to certain Tenant Screening criteria, established by the board of directors that may change from time to time.
- Anyone who is 18 years old or older, who is not a registered owner, must be screened. If the person is a child of the owner and lives with his or her parents, a lease is not required. If the person is a spouse or legal domestic partner, a lease is not required. In both circumstances the owner must provide the Association with a letter granting permission for the child, spouse or domestic partner to have approval to live here and use the amenities. In any other circumstance, a lease is required.
- Leases must have a term of a minimum 180 days. A maximum of 2 leases per calendar year is permitted. Owners may not have a month-to-month lease. Subleases, daily leases such as Air BnB, and leases which anticipate occupant rotation are not permitted.
- Tenant renewals are allowed without a new application; however, the association must be provided with the terms of the new lease.
- Lateral moves (from one unit to another within Firenze) are allowed without a new application. No fee is required for lateral moves unless a screening was not done initially.
- Tenants are advised to obtain rental insurance to protect themselves and their guests.
- Tenants must pay their rent to the Association upon written request from the Association if their landlord is delinquent.

### Trash

- All garbage and trash must be kept indoors before it is placed outside for trash pickup. Garbage cans can be placed outside for collection beginning at 5pm the night before collection, and should be brought back into the garage within 10 hours of pickup.

- All garbage, trash and recyclable containers must be placed in closed containers and kept in an orderly fashion when it is placed outside for trash pickup.
- Trash pickup by the City of Boynton Beach is Tuesday and Thursday morning.

#### Vehicles/Parking

- Vehicles must have current tag and registration and must be operable.

Parking on the streets and alleyways are restricted and permitted only by vehicles with an authorized resident parking decal issued by the Association and displayed on the vehicle. Certain vehicles are ineligible. Restrictions and conditions for the issue of a parking decal are subject to change from time to time.

- Motorcycles are not permitted, except with the prior written consent of the Association which shall require that they be parked inside garages, and may require appropriate noise muffling equipment so that their operation of same does not create an annoyance to the residents of the property.
- The parking or storage of boats and boat trailers, campers, trailers, commercial vehicles or other recreational vehicles (that is vehicles designed and constructed primarily for recreational use) is prohibited except in spaces expressly approved in writing in advance by the Association.
- Vehicle repairs are not permitted except repairs made for emergency purposes such as to repair a flat tire.
- Tenant owned vehicles may be subject to additional screening criteria, established by the Board of Directors, that may change from time to time.

#### Window Décor

- Window treatments shall consist only of drapery, blinds, decorative panels, or other tasteful window covering.
- Reflective or foil window treatments are prohibited.
- Blankets, sheets, newspapers, and other temporary remedies are not permitted beyond two weeks after an owner or tenant first moves into a unit or when permanent window treatments are being cleaned or repaired.

#### Violation of Rules and Regulations

- A certified letter will be sent to residents to correct a violation. In the case of a tenant, a letter will also be sent to the unit owner.
- There are two different types of violations: (1) a one-time incident (e.g., not picking up after your dog or your dog off a leash) or (2) a continuing violation (e.g., a gas or charcoal grill on a balcony or patio).



- Violations are subject to a fine of up to \$100 per incident not to exceed a total of \$100.00 per day for each day the violation continues up to an aggregate of \$1,000.
- In addition, or in lieu thereof, further legal action may result if the violation is not corrected.
- The Association uses security cameras and will prosecute for vandalism, destruction, or theft of Association property.
- Please review the Association's governing documents and Chapter 720, Fla. Stat. for more information on fines.